



CITY OF  
**Tulsa**  
A New Kind of Energy™

CITY OF TULSA  
FINANCE DEPARTMENT

**REQUEST FOR PROPOSAL  
TAC941**

***PROFESSIONAL CONSULTING SERVICES FOR  
RETAIL RECRUITMENT AND RETENTION  
ANALYSIS***

**NIGP CODE 918-12, 208-82**

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 searching to secure professional services to develop and provide retail recruitment and retail business retention analysis in the form of a web-based client specific program.

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 24, 2011, Central Daylight Time.** Please place proposals in an envelope or box clearly labeled "**RFP TAC941 Professional Consulting Services for Retail Recruitment & Retention Analysis.**"
  
2. Proposals should 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 Buyer, Darla Harvey, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
  
4. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **Thursday, August 11, 2011.**

**Buyer: Darla Harvey**  
**E-mail: [darlaharvey@cityoftulsa.org](mailto:darlaharvey@cityoftulsa.org)**  
**Phone: 918-596-7553**  
**FAX: 918-699-3086**

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. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. All Respondents shall comply with 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. The City of Tulsa also notifies all Respondents that the City has the right to modify the proposal and final selection of work product requirements as needed.
5. Although it is the City's intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.

6. This Request for Proposal does not commit 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

The Consultant shall build a Retail Matching Model for The City of Tulsa, which will be available through a web-based system. The retail matching model will analyze the locations of several thousand retail, restaurant and entertainment concepts. Model will provide the City of Tulsa with the ability to benchmark the trade area of any given point within the City against profiles to understand which concepts are the best match. Successful Respondent shall provide online training via webinars on current trends throughout the term of this agreement.

The final product provided by the successful Respondent shall provide the City with the system functionality and information needed to perform the following:

- ❖ Provide demographic data/projections and information explaining why a retailer will or will not work for a specific site.
- ❖ Retail matching model will give names of specific retailers where their model matches selected sites, which will generate a precise target marketing list.
- ❖ Allow the City to generate reports for existing retailers that are looking at expanding locations, identifying site, etc.
- ❖ Provide information for educating the general public on reasons for attracting certain retailers to an area.
- ❖ Foreclosure estimates.
- ❖ Retail supply and demand estimates/analyze retail leakage.
- ❖ Compare and contrast other cities to Tulsa. Evaluate districts/areas that the City of Tulsa is trying to develop/re-develop.
- ❖ Provide a long term plan of aggressively seeking retail development to the Tulsa market.
- ❖ Capability of generating traffic count maps, drive time, radius, polygons, etc. (maps that interface with Google maps).
- ❖ Access to generate an unlimited amount of reports on demographics, psychographic profiles, retail supply and demand estimates, consumer propensities, foreclosure estimates, business data, etc.

### IV. TIME FRAME FOR REVIEW:

**Note: The city reserves the right to alter this timetable as necessary.**

RFP issued July 28, 2011

Proposals due **Wednesday, August 24, 2011.**

Interviews to evaluate top proposals, if required: week of **September 5, 2011.**

Further evaluation and recommendation of award: **week of September 12, 2011.**

**V. DELIVERABLES:**

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

- 1) Development and maintenance of a Retail Matching Model specific to the City of Tulsa.
- 2) Initial training on retail matching model/system and online training via webinars on current trends.

**VI. FIRM AND PROPOSAL REQUIREMENTS**

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

- A. One (1) unbound original and three (3) bound copies of the proposal plus two (2) copies on CD-ROM.
- B. A thorough description of your proposed services and product identifying how your company proposes to meet the needs of this RFP.
- C. 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.
- D. 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.
- E. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- F. To ensure that this project be completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- G. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- 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. The City of Tulsa is not 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 the City of Tulsa.

**VII. EVALUATION OF PROPOSALS:**

A panel consisting of not less than three (3) City of Tulsa employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected firm will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful bidder.

**VIII. AWARD OF BID:**

The City will evaluate proposals based on the following criteria:

1. Professional qualifications, specialized experienced and technical competence of the firm with respect to the types of service required -20 points
2. Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to meet schedules - 20 points
3. Record of past performance with the City and other jurisdictions; (please provide references.) – 20 points
4. Size and experience of the professional and technical staff with respect to the magnitude of the assignment – 20 points
5. Proposed fee – 20 points

**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 the City of Tulsa.
- C. The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D. Your proposal must clearly indicate the name of the responding organization, including the 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 assigned to the City account.
- E. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

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

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. The City 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 City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

- G.** The City 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.





Price Sheet Summary

Year 1 – include development,  
Training (initial & webinars for all users),  
access fee for one user: \$ \_\_\_\_\_

Year 1 - access fee per additional user: \$ \_\_\_\_\_

Year 2 - maintenance, training,  
Access fee for one user: \$ \_\_\_\_\_

Year 2 - access fee per additional user: \$ \_\_\_\_\_

Year 3 maintenance, training,  
Access fee for one user: \$ \_\_\_\_\_

Year 3 - access fee per additional user: \$ \_\_\_\_\_

Year 4 maintenance, training,  
Access fee for one user: \$ \_\_\_\_\_

Year 4 - access fee per additional user: \$ \_\_\_\_\_

Year 5 maintenance, training,  
Access fee for one user: \$ \_\_\_\_\_

Year 5 - access fee per additional user: \$ \_\_\_\_\_

5-YEAR TOTAL	\$ _____
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## City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa 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 City's Mayor, with four (4) one-year renewals available at the option of the City. All contracts entered into by the City of Tulsa 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 City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be

used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **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: \_\_\_\_\_