

2/29/24

# Request For Proposal 24-920

## Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

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QUESTIONS/CLARIFICATION/CHANGES:

### CHANGES:

**Proposal Due Date WAS 3/06/24**

**Proposal Due Date Changed to 3/13/24**

**Changes to III. Timeline as needed based on new proposal due date.**

2/22/24

# Request For Proposal 24-920

## Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

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QUESTIONS/CLARIFICATION/CHANGES:

### CHANGES:

**Proposal Due Date WAS 2/28/24**

**Proposal Due Date Changed to 3/6/24**

**Changes to III. Timeline as needed based on new proposal due date.**

# Request for Proposal

## 24-920

**Professional Services for:  
Land Usage Proposal for Green Waste Site**

**Department: Public Works**

**NIGP Commodity Code(s): 578-63, 918-89, 925-61, 958-96,  
971-35**

### RFP Schedule

EVENT	DATE
RFP Issue Date	02/06/2024
<b>Mandatory Pre-Proposal Conference</b> City Of Tulsa Mulch Site, 2100 N. 145 <sup>th</sup> E. Ave., Tulsa 74116	<b>Thursday, February 15, 2024</b> <b>11:00am</b>
<b>Deadline for Questions</b> <i>Submit to assigned buyer via email.</i>	02/19/2024 <i>10 Days prior to RFP due date</i>
<b>Proposal Due Date</b> <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	<b>03/13/2024</b>

If You have any questions or need additional information, contact the Assigned Buyer:

**Donny Tiemann, Project Buyer | dtiemann@cityoftulsa.org**  
*All questions should be emailed with the RFP 24-920 number in the subject line.*

**Submit proposals (sealed) to:**

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



## OVERVIEW AND GOALS:

With this Request for Proposal (“RFP”), the City of Tulsa (“City”) is seeking a commercial or non-profit organizations (“Respondent”) to utilize and/or develop the City’s Green Waste (Mulch Site). This is approximately 392 acres located north of Pine Avenue between 129<sup>th</sup> and 145<sup>th</sup> Avenues. The City is exploring the best use of this land for the citizens, City, and community. This land will continue to be used as a destination for spoils from City excavations and a green waste site for the community and material storage. The land is zoned Heavy Industrial.

Within this document are a number of considerations for land usage. The City asks that all Respondents carefully consider how all functions of the land can come together for the most beneficial use. While the City is trying to leave the options open, please help us understand your proposed use for the land along with any technical, financial, and environmental components of that proposal.

We enthusiastically look forward to receiving your proposal.

## II. BACKGROUND:

The City acquired the land north of Pine Avenue between 129<sup>th</sup> and 145<sup>th</sup> Avenue for two primary purposes. First, the City frequently excavates sites for purposes such as road or utility repairs and needs a place to deposit the spoils. Second, the City, as part of its residential waste program, aims to minimize the volume of waste going to landfill. Creating an attractive site for green waste removal also helps reduce the volume of illegal dumping within the City.

The site has nearby utilities. Water and sewer are close but not onsite (they are within the adjacent right of way). Electric and telephone service are onsite for the City’s needs. The City has internet but utilizes a point-to-point broadcast so potential tenants would need their own internet solution.

This site serves as the primary green waste disposal site for the Tulsa metro area. Most professional tree services and many residents use this site for disposal as it is the lowest cost option in the area. The City has user data going back daily until July of 2012. We see weekly trends (more residential customers on Saturdays), monthly trends (busier in spring and summer), and event trends (storm related). With these variations acknowledged, we see a consistent 5% year over year growth of the site user base and just over **117,700 vehicles** in the most recent full fiscal year. During the same period, we ground over **498,000 cubic yards** of green waste. These annual numbers reflect historic trends and cannot guarantee future volumes. Despite numerical growth, unforeseen changes may alter usage.

**III. TIMELINE:**

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	02/06/2024
Pre-Proposal Conference	02/15/2024
Deadline for Questions	02/19/2024
<b>PROPOSAL DUE DATE</b>	<b>03/13/2024</b>
Begin proposal evaluations	03/14/2024
Interviews with Respondents (anticipated)	03/20/2024
Negotiations with apparent successful Respondent begin (anticipated)	03/29/2024
Execute contract (anticipated)	04/26/2024
Begin service delivery (anticipated)	05/01/2024

As part of your submittal, please include your implementation timeline.

**IV. SCOPE OF SERVICES:**

1. The City is searching for an entity to **lease up to 250 acres** of the land at the existing mulch site while providing the best beneficial use to the City, citizens, and community. The City must be able to continue to offer the existing services of both a spoils depository for excavations, green waste reduction facility, and material storage. The City envisions a number of congruent uses including a variety of composting, firewood, lumber, and similar green facilities. That is not to say that the potential uses are limited to that scope. The City will evaluate the proposals using the information provided in your response to understand how the proposal is the most beneficial use. There may be more than one awarded proposal if the leases are compatible.
2. The City may ask for an early release penalty and/or surety in the form of performance bonds and/or remediation bonds.

3. The existing mulch stream must retain the following availability to the City or its citizens.
  - a. 10,000 cubic yards of ground or fine ground mulch for Citizen pickup
  - b. 60,000 cubic yards of ground mulch for City of Tulsa's Biosolids Facility

## V. DELIVERABLES:

The products, reports, and plans to be delivered to the City as part of your proposal shall include:

- 1) Executive summary of proposal including intended use, desired land area including acreage, lease offer to include both any financial and service considerations.
- 2) Land Details. Describe in detail the acreage you intend to lease. Define any site work on the described acreage including earth moving, drainage changes, right of way access, utilities, and permanent structures.
- 3) Conceptual drawing of the development.
- 4) Technical Proposal. Describe the beneficial use of the site will and any technical considerations around that usage. This is the place to explain any details of the proposed operation that a layman may be unfamiliar with. The more you can help us understand what it is that you intend to do with the land, the better we are able to evaluate that proposal.
- 5) Environmental concerns. If the proposal requires permits from the Oklahoma Department of Environmental Quality (ODEQ) and/or State Historical Preservation Office (SHPO), please describe. Explain how familiar you are with the specific challenges your proposal will face if the proposal requires such permits. If you have spoken with individuals at those offices, please tell us whom.
  - a. Note that the entire site drains into what is ultimately Mingo Creek. The larger ponds on site drain to ground water. Any runoff concerns should reflect this.
- 6) Nuisance concerns. Please help us identify any traffic concerns including an approximate truck count, turning radius, truck weight, and parking. Highlight remediation strategies for dust, noise, smell, and sight as appropriate.

- 7) Lease offer. Please define financial and/or service considerations in the proposal in exchange for the use of the land. Considerations below market value will typically be rejected. The City spends money on the services offered at that site. If the proposed services overlap with the current offerings and you would like to take some or all of that work, we are open to those considerations in lieu of cash payments.
  - a. If your proposal influences the mulch, firewood, compost, or other current site usage, please clearly define what that impact is. Mulch availability of 10k Cubic Yards for citizens and 60k Cubic Yards for the biosolids facility must remain.
- 8) List of development partners and completed projects similar to this scale. This space demonstrates your success in similar operations elsewhere.
- 9) Business plan showing the financial feasibility of the intended project including funding method, sources, Dunn and Bradstreet, and 5-year proforma. Depending on the proposal and financial support, the City may ask for a performance and/or remediation bond.

Response shall be **no more than 30 pages**. Response material beyond 30 pages will not be considered in the evaluation. After reading your proposal, the evaluation team should have a clear understanding of your intentions for the site and that it is both the best beneficial use while being technically, environmentally, and financially sound. The City of Tulsa may elect to interview candidates to further understand their proposal and negotiate changes.

## **VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:**

### **Performance Metrics**

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interests to the City. The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

<b>Performance Metric</b>	<b>Data Source</b>	<b>Data Collection Frequency</b>	<b>Data Collection Responsibility</b>
<b>1. Contract Milestones met</b>	Provided timeline	Weekly Until Proposed Operation is Setup	Contract Administrator
<b>2. Communication</b>	Online meetings	Weekly	Contract Administrator
<b>3. Contract required documentation</b>	Respondent	As required per contract	Contract Administrator
<b>4. Operational Review</b>	Face to Face meetings	Quarterly	Contract Administrator

**Contract Performance Monitoring**

As part of the City’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondent(s) to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings to occur throughout the term of the contract, it is anticipated that the following topics will be discussed:

- Current status of performance metrics
- Topics of interest or concern to the Tenant
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date as it applies to the lease and impacts the city



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

**A.** Proposals must be received by **5:00 p.m. on Wednesday, March 6, 2024, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 24-920, Land Usage Proposal for Green Waste Site**”. **Proposals received late will be returned unopened.**

**B.** **Pre-Bid Conference**: If a Pre-Proposal Conference is required, see the first page for time and location.

**Attendance Requirement**

Attendance at Pre-Proposal Conferences is required to submit a Bid. See Map on Page 22.

**C.** Interested Respondents should submit: **One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).**

**D.** Proposals shall be delivered and sealed to:

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

**E.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

**F.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, February 19, 2024**.

**Donny Tiemann, Project Buyer**  
[dتيemann@cityoftulsa.org](mailto:dتيemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

G. Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting**  
**175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

**VIII. EVALUATION OF PROPOSALS:**

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All Bids will be evaluated using the following **RECOMMENDED** criteria:

If a Respondent is deemed to not have a viable proposal through any of the consideration criteria, they may be deemed ineligible.

<b>Category</b>	<b>Total Points</b>	<b>What Would a Top Score Look Like?</b>
<i>Best Beneficial Use Financial and Service Considerations</i>	20	A proposal that offers the City, its citizens, and community a great fit with positive lease terms and/or services offered.
<i>Financial Feasibility</i>	20	Financial sustainability allowing the tenant enough money to continue operations.
<i>Technical Feasibility</i>	20	Technical ability and utilization that is practical and possible.
<i>Environmental Feasibility</i>	20	Operations and activities aimed toward maintaining the natural beauty of the area with considerations for water and other possible contamination sources like heavy metals, etc.
<i>Bona Fides</i>	10	A strong history of success in the area of Green Waste with enough capital to implement the proposal.
<i>Plan Quality</i>	10	A legible and logical outline clearly assisting the evaluation team understand the proposal.

The City also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](https://library.municode.com/ok/tulsa/codes/code_of_ordinances) of the Tulsa Revised Ordinances (TRO): [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**IX. MISCELLANEOUS**

- A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City.
- C. The City 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.
- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the City’s name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. 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 on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

- H. The City shall not infringe upon any intellectual property right of any Respondent but 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.
- I. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.

J. The City reserves the right to decline all submitted proposals if it determines that no proposal meets the City's expectations. If multiple proposals are compatible and worthwhile, there may be multiple awards. Compatibility will include considerations for both capacity, land area, and access. In the event of a proposal conflict, the higher scoring proposal would be given priority.

K. Acreage information (see Exhibit B).

The City's Green Waste (Mulch Site) is approximately 392 acres located north of Pine Avenue between 129<sup>th</sup> and 145<sup>th</sup> Avenues. The proposal may select which portions of the property are a good fit for their needs and suggest that lease to the city. There may be adjustments during the negotiation.

L. If awarded a lease, any tenant will still need to meet any permitting or insurance requirements and this evaluation does not relieve the need to meet all typical obligations.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

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

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

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Respondent's Address:** \_\_\_\_\_  
Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

**Sales Contact:**

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

Title/Position: \_\_\_\_\_

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

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

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

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

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

**Contact for Legal Notice:**

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

Title/Position: \_\_\_\_\_

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

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

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

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

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

**How did you learn about this business opportunity with the City of Tulsa?**

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: [Click or tap here to enter text.](#)

## Price Sheet Summary

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Please present a Fee Schedule for each year's proposed lease:

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

<b>5-YEAR TOTAL</b>	<b>\$ _____</b>
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By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

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

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

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

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

# AFFIDAVIT

## NON-COLLUSION, INTEREST, AND CLAIMANT

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 proposal 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 respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

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**

## 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 Bid 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: \_\_\_\_\_

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**APPENDIX A – City of Tulsa General Contract Terms**

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

1. **Renewals.** Seller 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.** Seller 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 Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller 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 Seller.** Seller 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 Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller 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 Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller 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 Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller 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. Seller 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. Seller 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. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

## RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with Your proposal.

Proposer's Name: \_\_\_\_\_

<b>RESPONDENT CHECKLIST</b>	
<b>RESPONDENT DOCUMENTS</b>	<b>INCLUDED?</b>
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 3-8)	
Respondent Information Sheet <b>(required form)</b>	
Price Sheet Summary <b>(required form)</b>	
Affidavit (Non-Collusion, Interest & Claimant) <b>(required form)</b>	
Acknowledgement of Receipt of Addenda <b>(required form)</b>	
Additional Information (Optional)	

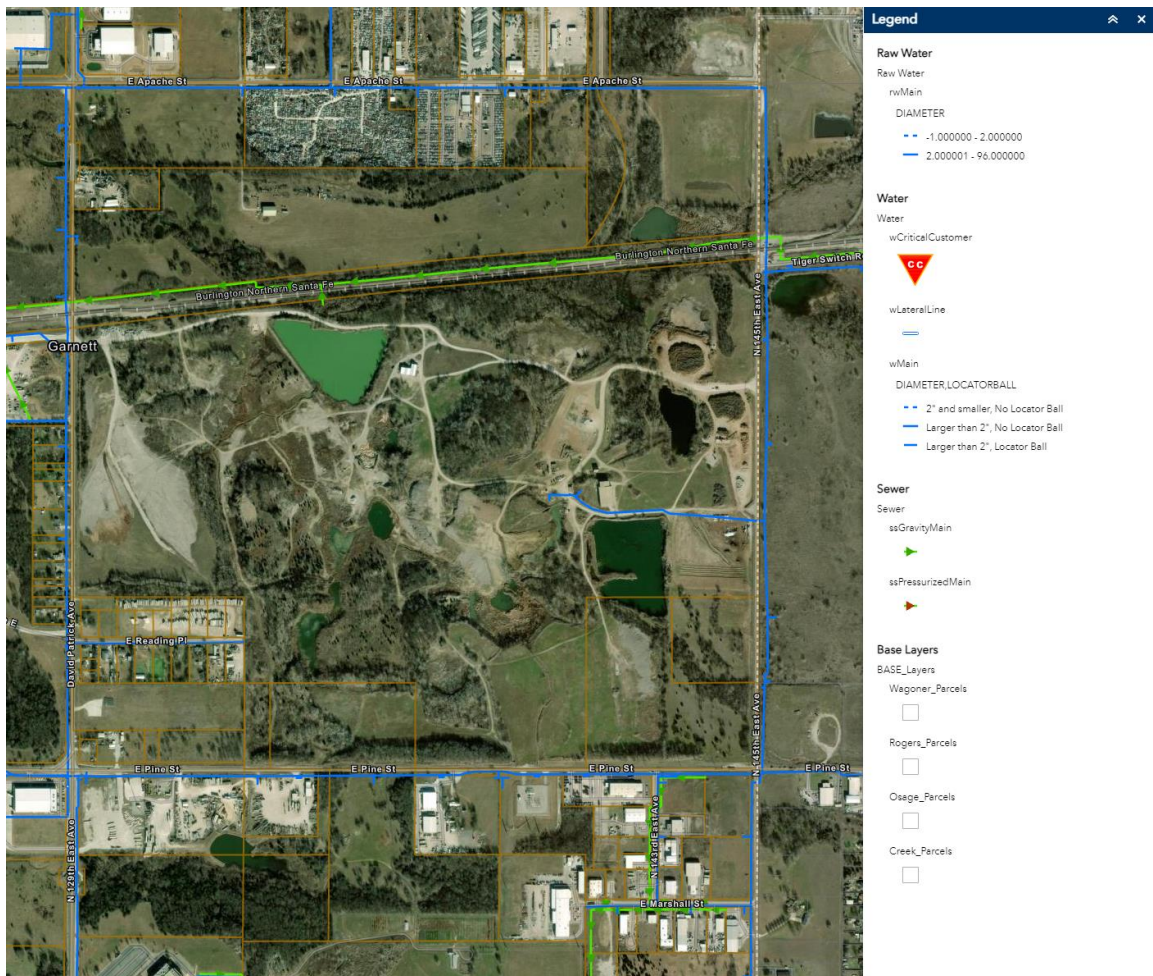
**Please Return Entire RFP Packet**

**EXHIBIT B-1**



## EXHIBIT B-2

### Utilities



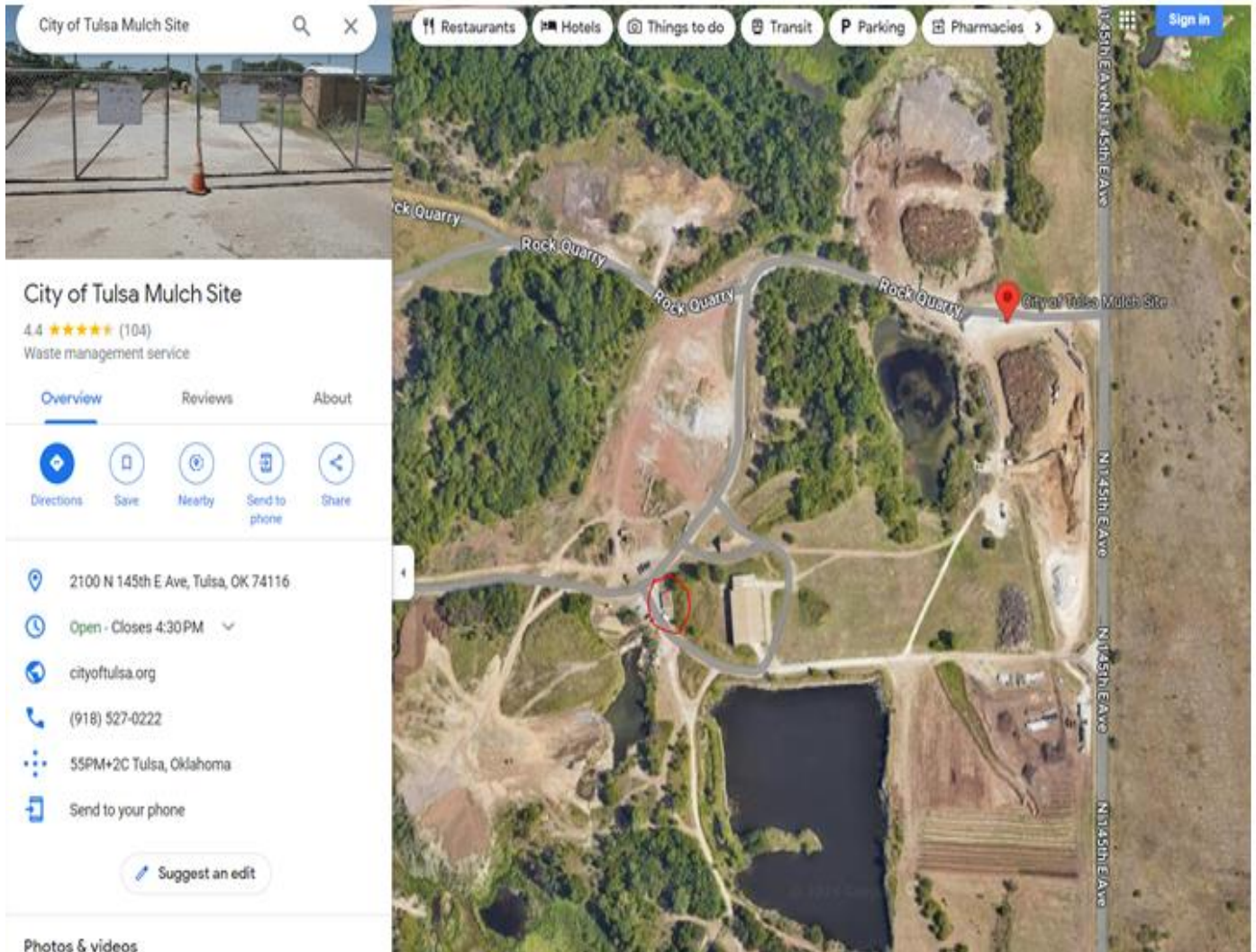


### EXHIBIT B-3

### Floodplain



## City of Tulsa Mulch Site – Pre-Proposal Meeting



Pre-Proposal Meeting to be held in the building circled in red.



**PACKING LABEL**

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 24-920

RFP DESCRIPTION: Land Usage Proposal for Green Waste Site

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.