

Request for Proposal

24-926

Professional Services for: A HUD-Five Year Consolidated Plan, First-Year Annual Plan and Analysis of Impediments to Fair Housing Choice

Department: Finance - Grants Administration

NIGP Commodity Code(s): 906-64, 918-27, 918-63, 918-92

RFP Schedule

EVENT	DATE
RFP Issue Date	4/22/2024
Pre-Proposal Conference Virtual - TEAMS	Thursday, May 9, 2024 – 2:00pm
Deadline for Questions <i>Submit to assigned buyer via email.</i>	5/10/2024 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	5/22/2024

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 **RFP 24-926** in the subject line.*

Submit proposals (sealed) to:

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



OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals to secure professional services to develop a Five-Year Strategic Plan (Consolidated Plan) for the City of Tulsa, OK for HUD Program Years 2025-2029, which includes the requirement of completing an Analysis of Impediments to Fair Housing. The time period for the Plan is July 1, 2025 – June 30, 2029. Grants Administration is requesting proposals from qualified firms and individuals with proven experience developing Consolidated Plans or similar planning documents in compliance with all associated federal laws and regulatory requirements. The City intends to submit the Consolidated Plan to the HUD Oklahoma City Field Office by May 15, 2025.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

In late 1994, the U.S. Department of Housing and Urban Development (HUD), created the requirement of the Consolidated Plan (CP), a local government comprehensive planning document required for application for funding under any of the Department's formula grant programs. The formula grant programs received by the City of Tulsa are the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership Program (HOME), Emergency Solutions Grant Program (ESG), and Housing Opportunities for Persons with AIDS (HOPWA).

The City of Tulsa has been a CDBG Entitlement Community since the 1970s and a HOME Participating Jurisdiction since the early 1990s and currently receives approximately \$3.5 million in CDBG funds, \$2 million in HOME funds, \$300K in ESG funds, and \$800K in HOPWA funds annually.

The Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for affordable housing and community development actions. The Consolidated Plan must identify a jurisdiction's housing and community development needs, set priorities, and describe how HUD and other resources will be used for activities designed to meet needs. The Consolidated Plan also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context.

The statutes for the formula grant programs set forth three basic goals against which the Plan and the jurisdiction's performance under the plan will be evaluated by HUD. Each jurisdiction must state how it will pursue these goals for all affordable housing and community development programs. The statutory goals are: decent housing; a suitable living environment; and expanding economic opportunities – all principally for persons of low and moderate income.

Consolidated Plan regulations are found at Part 24 of the Code of Federal Regulations (CFR) in Section 91. The introduction to the Consolidated Plan regulations can be found in the Federal Register of January 5, 1995, Vol. 60, No. 3. CDBG regulations are located in Part 24 of the CFR, but in Section 570. HUD

has issued guidelines for preparing the Consolidated Plan through its new web-based format, the eCon Planning Suite. Information can be found on HUD's website: <https://www.hudexchange.info/programs/consolidated-plan/>

III. TIMELINE:

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

EVENT	DATE
RFP Issue Date	04/22/2024
Pre-Proposal Conference	5/09/2024
Deadline for Questions	5/10/2024
PROPOSAL DUE DATE	5/22/2024
Begin proposal evaluations	5/24/2024
Interviews with Respondents (anticipated)	5/30/2024
Negotiations with apparent successful Respondent begin (anticipated)	6/06/2024
Mayoral Execution of contract (anticipated)	6/26/2024
Begin service delivery (anticipated)	7/01/2024

IV. SCOPE OF WORK:

Grants Administration, part of the City's Finance Department, is seeking a consultant to develop a Five-Year Strategic Plan (Consolidated Plan) for the City of Tulsa, OK for HUD Program Years 2025-2029, a First-Year Annual Action Plan for 2020-2021, and an update to the Analysis of Impediments to Fair Housing Choice. The time period for the Plan will be July 1, 2025 – June 30, 2029. Grants Administration is requesting proposals from qualified firms and individuals with proven experience in developing Consolidated Plans or similar planning documents, in compliance with all associated federal laws and regulatory requirements.

1. The awarded consultant ("Consultant") shall produce an Analysis of Impediments to Fair Housing Choice-Submission deadline to the HUD Oklahoma City Field Office is November 1, 2024.
2. The Consultant shall produce a Five-Year Consolidated Plan-Submission deadline to the HUD Oklahoma City Office is May 15, 2025.

3. The Consultant shall produce a First-Year Annual Action Plan – Submittal deadline to the HUD Oklahoma City Field Office is the same as the Five-Year Consolidated Plan

NOTE: Citizen and stakeholder participation components are a critical process in the development of the Consolidated Plan and are to be considered a priority. In addition to meeting the federal requirements and deadline for the Consolidated Plan, Grants Administration is interested in encouraging meaningful public participation in the Consolidated Plan process, especially by low and moderate income people, and those in legally protected classes. All regulatory processes and HUD guidance documents for outreach and public participation to a broad range of community members (including the City's adopted Citizen Participation Plan) regarding proper methods for encouraging participation by racial/ethnic minorities (including Title VI) need to be adhered to. Additionally, Grants Administration is interested in a broad consultation process with public and private agencies that provide affordable/subsidized housing, homelessness prevention and intervention efforts, and health and public/human services.

The Consolidated Plan should provide a direct link between community goals and objectives and priority needs. The Plan should build on the work Grants Administration completed in previous years and include initiatives outlined in the updated Analysis of Impediments to Fair Housing Choice (AI). It should also provide clear direction for future One-Year Annual Action Plans, required as subcomponents of the next five-year framework. In addition to the Consolidated Plan, ADDENDUM A to this request includes the First-Year Annual Action Plan, and ADDENDUM B to this request includes the Analysis of Impediments to Fair Housing Choice (AI).

The objective of requesting proposals is for the City to determine which consultant or consulting firm can offer the highest quality of service at the most reasonable cost. At a minimum, Consultant representatives need to be available for bi-weekly meetings with the City to review progress, coordinate activities, and discuss policy issues.

A. Objectives – Analysis of Impediments to Fair Housing Choice

The following objectives should be considered in the development of the Analysis of Impediments to Fair Housing Choice:

1. The AI shall be conducted in accordance with the necessary requirements and guidelines under the Federal Regulations to identify steps the City will take to affirmatively further fair housing and future housing needs as part of the obligations it assumes when it accepts Community Development Block Grants (CDBG) and HOME Investment Partnership funds.
2. The analysis will be used to evaluate, monitor, address, and resolve Fair Housing issues in preparation of the City of Tulsa's Five-Year Consolidated Plan.
3. The AI must include all required information required by Title 24 regarding the submission of this study in compliance with the Consolidated Plan.

B. Objectives-Consolidated Plan

The following objectives should be considered in the development of the Consolidated Plan:

1. The plan should meet HUD's requirements and deadline for a Consolidated Plan;
2. Development of the Plan should use existing data to help determine housing, homeless, special population, and community development needs. To the extent it is available, development of the Plan should incorporate the most current data via the U.S. Census Bureau's American Community Survey (ACS), 2023 (https://www.housingsolutionstulsa.org/wp-content/uploads/2023/03/Tulsa-Citywide-Housing-Assessment_Final-03.01.23.pdf), the most current data sources available from HUD Exchange (<https://www.hudexchange.info/programs/consolidated-plan/guides/#data-sources>) and Housing Solutions Point in Time Count Data available (<https://www.housingsolutionstulsa.org/reports-data/pit-data/>).
3. Development of the Plan should foster a participatory process that facilitates participation at all levels, especially with low and moderate income persons, racial/ethnic minorities, and persons with barriers to participation, including all in legally protected classes;
4. Development of the plan should involve consultation with a broad sector of public and private agencies for collaboration and collective problem solving in determining needs, objectives, goals and priorities;
5. The Plan should consider all community needs, and resources available to meet those needs;
6. Based on identified community needs, the Strategic Plan portion of the Consolidated Plan should:
 - Indicate general priorities for allocating funds to the various housing and community development needs identified in the Plan;
 - Indicate the basis or reason behind the priority level (and relative priority) given to each category of priority need;
 - Identify any obstacle to meeting underserved needs;
 - Summarize specific objectives for meeting the needs in each priority area describing funds reasonably expected to be made available;
 - Identify quantifiable proposed accomplishments for each specific objective.
7. The Plan should report on specific items required by HUD, such as reducing the number of families living in poverty and removing barriers to affordable housing;
8. The Plan should be structured to serve as a basis for the City's Funding Allocation processes and for assessing performance on an annual basis;

9. The Plan should be consistent with established planning documents for the City of Tulsa (<https://tulsaplanning.org/resources/plans/>).

C. Objectives – First-Year Annual Action Plan

The following objectives should be considered in the development of the First-Year Annual Action Plan:

1. The plan shall meet HUD's requirements and deadline for an Annual Action Plan;
2. The development of the Plan shall use existing data to help determine housing, homeless, special population, and community development needs. To the extent it is available, development of the Plan should incorporate the most current data via the U.S. Census Bureau's American Community Survey (ACS), 2023 Tulsa Citywide Housing Assessment (https://www.housingsolutionstulsa.org/wp-content/uploads/2023/03/Tulsa-Citywide-Housing-Assessment_Final-03.01.23.pdf), the most current data sources available from HUD Exchange (<https://www.hudexchange.info/programs/consolidated-plan/guides/#data-sources>) and Housing Solutions Point in Time Count Data available <https://www.housingsolutionstulsa.org/reports-data/pit-data/>.
3. The development of the Plan shall foster a participatory process that facilitates participation at all levels, especially low and moderate-income persons, racial/ethnic minorities, and persons with barriers to participation, including all in legally protected classes;
4. The First-Year Annual Action Plan should describe the specific projects and activities that the City of Tulsa will undertake in the first year to address the needs and priorities identified in the 2025-2029 Consolidated Plan.
5. The First-Year Annual Action Plan should report on specific items required by HUD, such as Expected Resources, Annual Goals and Objectives, how funding will support Affordable Housing, and Program Specific Requirements.

V. DELIVERABLES:

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

- 1) Develop a detailed calendar for completion of the work, which must meet the guidelines for completion as indicated above and comply with all City Ordinances regarding the City's HUD Grants Process and the Citizen Participation Plan.

Ordinance 23598:

https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=CD_ORD_TIT12INPO_CH8U.DEHOURDEGR

Citizen Participation Plan:

https://www.cityoftulsa.org/media/16959/citizen-participation-plan-revised_final-08-10-2021.pdf

- 2) Statistical and informational data collection and preparation of charts and narrative to prepare a housing and homeless needs assessment (24 CFR 91.205) and housing market analysis (91.210);
- 3) Consultation with public and private agencies as outlined in 24 CFR 91.100, including those that provide: affordable/subsidized housing; health and public/human/social services; state or local health and child welfare agencies regarding lead-based paint hazards; adjacent units of local government, including planning agencies; public Housing Authorities; and agencies receiving HOPWA funds within the eligible City of Tulsa statistical area;
- 4) Citizen participation activities such as publishing information; surveys; coordinating meetings, focus groups and hearings; and summarizing. Such activities must be carried out consistent with HUD guidance regarding providing meaningful language access and must respond to public comments as outlined in 24 CFR 91.100;
- 5) Using needs information obtained through data collection, consultation and citizen participation to make recommendations for a Strategic Plan as outlined in 91.215 and for any associated policy issues;
- 6) **SCOPE ITEM 1:** The production of a Draft Analysis of Impediments to Fair Housing Choice (AI), and a Final AI for submittal to HUD
- 7) **SCOPE ITEM 2:** The production of a Draft First-Year Annual Action Plan, and Final First-Year Annual Action Plan for submittal to HUD.
- 8) **SCOPE ITEM 3:** The production of a Draft First-Year Annual Action Plan, and Final First-Year Annual Action Plan for submittal to HUD.

B. The Consultant will be responsible for providing the following products:

- 1) **SCOPE ITEM 1: Analysis of Impediments to Fair Housing Choice** – One electronic copy
- 2) **SCOPE ITEM 2: Five-Year Consolidated Plan** - One original paper copy and one electronic copy submittal in HUD's required eCon Planning Suite web-based format. City staff will convert the paper original to a pdf format for distribution and will provide cover graphics. The document shall be prepared using the web-based eCon Planning Suite. It shall be outlined in a document format compatible with the eCon Planning Suite and agreed upon by the Consultant and City staff. The City of Tulsa has final determination on cover graphics and document(s) formatting.
- 3) **SCOPE ITEM 3: First-Year Annual Action Plan** - One original paper copy and one electronic copy submittal in HUD's required eCon Planning Suite web-based format. City staff will convert the paper original to a pdf format for distribution and will provide cover graphics. The document shall be prepared using the web-based eCon Planning Suite. It shall be outlined in a document format compatible with the eCon Planning Suite and agreed upon by the Consultant and City staff. The City of Tulsa has final determination on cover graphics and document(s) formatting.
- 4) Major document components related to Scope of Work include:
 - a. *Citizen Participation and Consultation*: Develop a list of housing and community development stakeholders in the City. Provide meaningful involvement of citizens, community-based organizations, businesses, elected officials, housing and service providers in the planning process. Conduct regular consultation with City staff (see above), as well as meaningful language access to persons with Limited English Proficiency (LEP). The usually required updated Citizen Participation Plan will **not** be a part of the Scope of Services.
 - b. *Executive Summary*
 - c. *Housing Market Analysis and Needs Assessment*: Collect and analyze statistical information that provides an overall picture of the housing needs of the City. At a minimum, the assessment should include the following:
 - Housing supply and demand
 - Housing affordability analysis
 - Cost-burdened households
 - Housing types
 - Housing conditions, including substandard units

- Disproportionate racial/ethnic group housing needs
 - Specific housing objectives
 - Needs of Public Housing
 - Inventory of local, state and federal assisted housing
 - Barriers to affordable housing
 - Lead based paint hazards
 - Broadband Needs of Housing Occupied by Low-and Moderate Income Households
- d. *Homeless Needs Assessment:* At a minimum, the assessment should include consultation with the Continuum of Care to include the following:
- Inventory of emergency shelters, transitional housing and permanent housing for the homeless
 - Needs of sheltered and unsheltered homeless
 - Needs of subpopulations
 - Needs of persons threatened with homelessness
- e. *Non-Homeless Special Needs Assessment:* At a minimum, this assessment should include the following:
- Special Independent Living needs and issues for persons with physical and mental disabilities
 - HIV/AIDs population housing needs
 - Supportive service needs
- f. *Community Development Needs:* Identify non-housing community development needs, including:
- Public facilities and infrastructure improvement needs
 - Accessibility needs
 - Historic preservation needs
 - Economic development needs
 - Planning needs
 - Public service needs
 - Other community development needs
- g. *Housing and Community Development Strategic Plan:* Based on the data gathered and analyzed from iii) – vi) above, develop a 5-year, Strategic Plan that brings needs and resources together in a coordinated housing and community development strategy. At a minimum, this Plan should include the following:
- Establishment of priority needs

- Obstacles to meeting housing goals and objectives
 - Geographical areas: investigate the need for a targeted area implementation plan or targeted economic development area
 - Alleviation of overcrowding
 - Concentration of racial/ethnic minorities
 - Involuntary displacement
 - Affordable housing strategy
 - Anti-poverty strategy
 - Programs to assist households with incomes below the poverty level
 - Coordination with other programs and agencies
 - Community development priority analysis and strategy
 - Institutional structure
 - Housing
 - Public services
 - Community development
 - Strengths in the institutional structure
 - Gaps in the institutional structure
 - Coordination
 - Implementation of housing and community development strategy
- h. Identify Potential Funding Sources: Identify potential state and federal grants and other available funding sources available to the City for housing-related and community development activities. Suggest financial terms for CDBG and HOME projects based on project type or related factors.
- 5) Attachments/Other:
- Source documentation and data;
 - Interim reports, memorandums, addendums, etc.
 - Public announcement as published (or script, if broadcast);
 - Information packets, surveys, questionnaires, and other materials handed out at public meetings;
 - Formalized notes from and/or descriptive narrative of events;
 - Copies of written public comments, summaries of verbal comments, and responses.
- 6) Presentation materials for stakeholder meetings, public meetings and hearings.

- 7) Any other materials substantially relevant to the Consolidated Plan or its development process.
- 8) A Citizen Participation Plan Amendment will **not** be a required deliverable as part of the Scope of Services for this project.

C. Final HUD Approval

Should HUD not grant Final Approval of any of the documents, the Consultant must bring each document to an acceptable level within the HUD-designated time frame.

SCOPE ITEM 1: Analysis of Impediments to Fair Housing Choice

SCOPE ITEM 2: Five-Year Consolidated Plan

SCOPE ITEM 3: First-Year Annual Action Plan

D. Implementation/Schedule of Work

- 1) Grants Administration Staff Responsibilities:

Grants Administration Team and the Point of Contact (POC) person (a Grant Programs Administrator) will be available on a limited and negotiated basis to coordinate activities with the Consultant. At a minimum, staff will be available for bi-weekly meetings with the Consultant to review progress, coordinate activities, and discuss policy issues. Members of the Staff Team may include: the Grants Administration Manager and other selected staff members, the City's Housing Director, and Mayoral staff. City staff will also assist with providing required comments to public comments that are received. The City will provide for the cost of public notifications for the public review comment period.

The proposal should specifically describe any assumptions with regard to City staff's role.

- 2) Proposal Costs:

Proposal costs must provide a separate price for SCOPE ITEMS 1-3 and include sub-totals for each major area of work listed below:

Personnel Costs –list the names of all individuals by job category, who will be assigned to the project. The number of estimated hours and the hourly rate for each individual must be itemized and totaled to arrive at total personnel costs, which includes overhead.

Travel Per/Diem (If Applicable) - summarize all estimated travel costs of project staff and the cost of food and lodging for the project staff required for the on-site work required under the Scope of Services.

Printing/Reproduction – list the costs of printing and reproducing all required reports and procedural material must be specifically identified and summarized.

Miscellaneous – list any category of costs, tasks or subtasks not identified in response to the above paragraphs must be specifically identified and summarized in this section.

NOTE: The City is able to provide some in-kind assistance for such items as copying, graphics work, and required newspaper notices for public hearings and review periods. The City is amenable to negotiating a reasonable additional budget amount for the Citizen Participation and stakeholder requirements of this project. Proposals should clearly delineate the Consultant’s responsibility, interaction, and availability for the various Citizen Participation components required for this project, both in terms of time commitment and number of meetings/presentations.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

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

SCOPE ITEM 1: ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE	
Draft AI for Staff Review	August 9, 2024
Draft AI back to Consultant for Public Review Preparation	August 16, 2024
Draft AI for 30-Day Public Review	August 22, 2024
Revisions to Draft AI back to Consultant	September 27, 2024
Consultant Preparation of Final AI	October 11, 2024
Final AI Complete	October 25, 2024
Submittal of AI to HUD	November 1, 2024

SCOPE ITEM 2: Consolidated Plan Schedule	
Consultation & Public Participation	July & August 2024
HUD Community Development Committee Holds Public Hearing for Needs Assessment for Consolidated Plan	August 8, 2024
Consolidated Plan Development	July-October, 2024
Draft Consolidated Plan Available for Staff Review	October 31, 2024
Revisions to Draft Consolidated Plan	December 13, 2024
Draft Consolidated Plan Ready for 30-Day Public Comment Period	March 3, 2025
Public Hearing for Draft Consolidated Plan	March 13, 2025
Graphics and Document Production Work Complete on Final Consolidated Plan (City Staff)	April 22, 2025
Consolidated Plan Complete	May 1, 2025
Submittal of Consolidated Plan	May 15, 2025

SCOPE ITEM 3: First-Year Annual Action Plan	
HUD Community Development Committee Holds Public Hearing for Needs Assessment for First-Year Annual Action Plan	August 8, 2024
RFP Workshops for First-Year Annual Action Plan	October 8-9, 2024
HUD Community Development Committee Makes Funding Recommendations to Mayor for First-Year Annual Action Plan to Consultant	February 6, 11, and 13, 2025
Staff Provides Preliminary Information for First-Year Annual Action Plan to Consultant	February 14, 2025
Draft First-Year Annual Action Plan Available for Staff Review	February 21, 2025
Revisions to Draft First-Year Annual Action Plan back to Consultant	February 25, 2025
Draft First-Year Annual Action Plan Ready for 30-Day Public Comment Period	March 3, 2025
Public Hearing for Draft Annual Plan	March 13, 2025
Graphics and Document Production Work Complete on Final Consolidated Plan (City Staff)	April 22, 2025
Annual Plan Complete	May 1, 2025
Submittal of Annual Plan	May 15, 2025

Contract Performance Monitoring

As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with Consultant 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 that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Consultant

- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

Proposals must be received by **5:00 p.m. on Wednesday, May 22, 2024, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 24-926, A HUD-Five Year Consolidated Plan, First-Year Annual Plan and Analysis of Impediments to Fair Housing Choice**”.

Proposals received late will be returned unopened.

- A.** 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).
- B.** Proposals shall be delivered and sealed to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
- C.** All interested Respondents 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.
- D.** 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 **Friday, May 10, 2024**.

Donny Tiemann, Project Buyer
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.

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

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

- F. All Respondents are required to include the following information in the submittal as a minimum. Respondents are to number and name each section as follows:
- 1) **Methods and Approach**- Describe your expected or recommended approach and tasks. Describe the anticipated interaction with the City. Provide an outline (i.e., timeline) of your anticipated schedule for completing Respondent tasks.
 - 2) **Scope of Work Deliverables**- Provide your Deliverables for the Scope of Work Considerations listed in this document.
 - 3) **Qualifications and Experience**- Provide relevant information regarding previous experience related to developing similar plans and services to the ones listed under our Deliverables above:
 - a. Number of years in the business
 - b. Overview of services offered, qualifications
 - c. Names and location of similar projects. Three references of such projects, to include:
 - d. Service provided
 - e. Date of service
 - f. Client organization
 - g. Contact name and title, phone, and e-mail address of public agency reference(s) overseeing the planning effort
 - h. ***It is imperative that the Consultant show experience with and proficiency in the web-based eCon Planning Suite format for HUD. In this section of your Proposal and in your three References, clearly express your experience with this***
 - 4) **Examples of Work Products** - (preferably three via a web link or pdf files) for similar projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
 - 5) **List of Project Personnel** - This list should include the identification of the contact person with primary responsibility for this contract, the personnel proposed for this contract, and any supervisory personnel, including partners and/or subconsultants, and their individual areas of responsibility. A résumé for each professional and technical person assigned to the contract, including partners and/or subconsultants, shall be submitted. The résumés shall include at least three references from previous assignments.

- 6) **Organization Chart/Proposed Project Team**—This section shall provide an organization chart containing the names of all key personnel and subconsultants with titles and their specific task assignment for this contract.
- 7) **Availability** – Describe the availability of project personnel to participate in this project in the context of the Respondent’s firm’s other commitments.
- 8) **Estimated Hours by Task** - Provide estimated hours for each proposed or optional task, including the time required for meetings, conference calls, etc.; and the total project cost.
- 9) **Schedule of Rates and Cost by Task** - Provide a schedule of rates and an anticipated cost of each task identified in the Scope of Work Deliverables section, including the preliminary and final reports and the total project cost.
- 10) The proposal shall specifically describe any assumptions with regard to City staff’s role.

VIII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. 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 Proposals will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
<i>Scope of Proposal</i>	20	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
<i>Firm Capability</i>	25	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?
Firm Capability and Assigned Personnel	20	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
<i>Availability</i>	20	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend

		meetings as required by the Scope of Work?
Cost and Work Hours	15	Do the proposed cost and work hours compare favorably with the Project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase?

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

Reference Evaluation (Top Ranked Firms)

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

Qualification	Standard
Overall Performance	<i>Would you hire this Professional again? Did they show the skills required by this project?</i>
Timetable	<i>Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?</i>
Completeness	<i>Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively?</i>
Budget	<i>Was the original Scope of Work completed within the project budget?</i>
Job Knowledge	<i>If a study, did it meet the Scope of Work?</i>

IX. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the “Agreement”) with the Consultant that shall incorporate this RFP and your proposal. Further, Consultant 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. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

- K. **SAMS Registration:** Please provide your SAMs registration Unique Entity Identification as verification that you are not debarred from doing business with the Federal Government.

- L. **Insurance:** Seller and its subcontractors must obtain Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Worker's Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$175,000.00
Personal injury and property damage, each occurrence	\$1,000,000.00
Worker's Compensation	(Statutory Limits)

SELLER'S INSURANCE MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

Respondent will have 10 days after notification that your Bid was selected for contract award by the City to provide proof of such coverage by providing the assigned project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of the coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

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: _____

Unique Entity Identifier (UEID): _____ **UEID Expiration Date:** _____

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:

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 part of this proposal:

SCOPE ITEM 1: \$ _____

SCOPE ITEM 2: \$ _____

SCOPE ITEM 3: \$ _____

TOTAL ALL COSTS \$ _____

Each cost for which Seller intends to bill the city of Tulsa must be listed and described in this Price Sheet Summary.

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 Proposal and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name: _____

Title: _____

Date: _____

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APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the Consultant (“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 1st to June 30th) 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.

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: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 3-12)	
SAMs Registration	
Seller's Insurance	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Additional Information (Optional)	

Please Return Entire RFP Packet

PACKING LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

RFP# 24-926

RFP DESCRIPTION: A HUD-Five Year Consolidated Plan, First-Year Annual Plan and Analysis of Impediments to Fair Housing Choice

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.