

Request for Proposal

25-901

Professional Services for: On-Street Parking Study

Department: Asset Management

NIGP Commodity Code(s): 906-64, 918-19, 918-84, 925-49, 958-72, 971-55

RFP Schedule

EVENT	DATE
RFP Issue Date	8/23/2024
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	9/09/2024 <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>	9/18/2024

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 the **RFP 25-901** 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



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals to secure an On-Street Parking Study (“Study”) to optimize it’s parking operations through implementation of best practices related to utilization of spaces and regulating space use through enforcement.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

The Asset Management Department has determined that the City needs to identify solutions for current on-street parking areas in order to expand options provided to citizens who choose to pay to park.

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	08/23/2024
Deadline for Questions	09/09/2024
PROPOSAL DUE DATE	09/18/2024
Begin proposal evaluations	09/20/2024
Interviews with Respondents (anticipated)	09/25/2024
Negotiations with apparent successful Respondent begin (anticipated)	09/27/2024
Execute contract (anticipated)	10/02/2024
Begin service delivery (anticipated)	10/07/2024

IV. SCOPE OF WORK:

The City expects the Study to focus on the following points;

1. Coverage Area

The Respondent will include all current on-street parking areas whether metered or un-metered and whether such parking spaces are included in current ordinances allowing for regulation per identified Pay To Park districts including but not limited to all parking zones and districts inside the Inner Dispersal Loop (IDL), the growing areas outside of the IDL, and other areas of high vehicle traffic where On Street parking space turnover will benefit the citizens, businesses, and the City overall including but not limited to the following locations:

- Downtown inside and outside the IDL as striped or as space is provided for parking
- Cherry Street (East 15th St. at minimum, between Peoria and Utica)
- Brookside (South Peoria at minimum, between 32nd PI and 38th St)
- Riverside (South Riverside Dr. at minimum, Between Southwest Blvd and South 15th St.)
- 11th Street (East 11th Street at minimum, from South Hwy 75 to South Yale Ave.)

2. Inventory

The Respondent will include a current inventory of current spaces and any current on street allowances or restrictions either by ordinance, posted sign, curb markings, or implied intent. The inventory will also identify any spaces that are being utilized, either privately or publicly, outside of the current ordinance or other designation. If possible, this inventory will be transferred to a mapping program that is already in use by the City. All inventoried spaces should be identified by their location. The categories for inventory should include but not limited to:

- Total number of on-street spaces
- Total number of on-street spaces currently regulated by App or Meter
- Total number of spaces not currently regulated by App or Meter
- Total number of spaces utilized for private operations, i.e., Curbside Pickup, Parklets, construction, Special Permits, Right Of Way Permits, other un-named permits or causes and Valet
- Total number of spaces identified as loading zone
- Total number of spaces identified as some other use or restriction not listed above

3. Occupancy

Each of the current on-street parking spaces is in an identifiable area or a Parking District per City of Tulsa Ordinance. Occupancy (vehicles parked for the maximum allowable time divided by the number of spaces) for each area or district will be determined by best practice methods.

The Respondent shall

- Indicate the method to capture occupancy data
- Provide occupancy data:
 - High occupancy = 85% or more?
 - Medium occupancy = 55 to 85%?
 - Low occupancy = <55%?
- Indicate the average length of parked time

4. Enforcement

Since current enforcement options are limited to traditional handwritten and electronic citation (e-cite) citations, manually implemented by a small on-street staff of enforcement officers,

The Respondent shall;

- Indicate options and best practices for automated citations per state statutes and City ordinance
- Indicate options and best practices for citation payment options
- Indicate options and best practices for digital or electronic “chalking” to better enforce space occupancy
- Indicate options or best practices for Scofflaw enforcement with vehicular mounted and handheld License Plate Reader (LPR) equipment

5. Enforcement Areas:

Current city ordinance specifies enforceable areas by District not allowing for on-demand or event based pricing. As venues have changed and areas have increased drastically in use, the current ordinances are limiting the ability to provide up to the minute fee structures.

The Respondent shall provide recommendations to eliminate this issue in ordinance and create an open and manageable system without boundary restrictions, to allow for expansion without ordinance change. The recommendations should include but not be limited to the following:

- Indicate options for ordinance adjustments to allow for event based or on-demand based pricing for high use areas.
- Indicate options and legalities to allow automated ticketing for static location violators.
- Indicate options to use LPR (License Plate Recognition) technologies to both mobile and handheld solutions to enhance enforcement capabilities.
- Indicate options to allow variable control and dynamic changes to multiuse on-street areas needing different rules and other variables without border constrictions to allow areas to flex in size based upon demands present.
- Indicate options to using zones or districts and other such static lines and suggest options that allow flex upon need for regulated parking.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City are as follows;

- A. Propose methods to provide parking management and regulation involving events drawing large attendance. This will require methods to determine affected area distances or radius from these venues, as well as the private parking pricing coordination needed in real time, to adjust pricing structures to a level above the private lots for such events. The proposed methods would address the following points;
 1. The need to be slightly higher than private parking to push the parking off street.
 2. What ordinance issues, modifications and changes will need addressed to facilitate this dynamic price changing during the events.
 3. How to stay flexible with unknown pricing schedules of private parking areas without a firm pricing amount being placed into ordinance.
 4. How to adjust ordinance to support event-based parking and provide clear concise instructions through visual cues, signage and information displayed on the meter display.
 5. A deep dive into the many various major changes to the equipment, signage, personnel, staffing, and system; and then determine how to minimize the media or public fallout from the numerous ordinance changes that would be required to support this big of a change.
- B. Propose a method allowing the immediate relocation or tow of vehicles in violation of any ordinance without waiting 24 hours or placing it on a nuisance list. Several ordinances would need modified or created to allow this.
- C. Propose a method to provide ordinance protection that allows parking enforcement officers to carry firearms and other less lethal items while in the course of all their duties. Currently there are some ordinances that conflict with the expectations of our officers when armed, that negate the use of such by code enforcement and parking officers.
https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=CD_0RD_TIT11PUWODE_CH3TREN_S302PAIN
- D. Propose an acceptable method to extended hours and days. We are currently entertaining Monday-Friday 7AM-5PM as core business hours, with 5PM-10PM as entertainment hours, and Saturday 7AM-10PM as entertainment hours. Some later times may be required as venues grow and popularity of downtown increases.
- E. Address the plausibility of changing the minimum rate to a minimum of \$2 per hour, with higher rates in the sections that are needing additional incentive to keep space turnover occurring, due to the popularity or public load present in the different areas during business hours and venue periods.

- F. Define and codify, that the value of a parking space shall be the potential earning capability of the space if it was occupied at its maximum metered potential. The reason the value of a space needs set is so that the various other permits and causes for a space to be unavailable can be charged the same across the board when a space is taken away from the general public as a usable parking space. Causes for this issue and locations showing an imbalance of space value charges to the user are ROW permits, building construction permits, road construction permits, Parades, Block parties, Special Events, Bike or running events, Restricted parking, Curbside pickup, Parklets, Special events, Street blocking, (And soon to come, Valet Parking), and general citizen parking usage, etc. All these are charged at different rates and periods at this current time. We rent our parking garage spaces at One Technology Center (OTC) for a set dollar amount, whether it is used 1 hour or 24 hours a day, as is the same with private lots and garages. We should not be discounting or prorating one without extending it to the others , so anything but full value cannot be considered acceptable.
- G. Propose Incorporation methods, costs, and manpower need expectations, to manage valet, City and business sponsored coupons, pre-paid codes, validation and other modules to enhance the customer experience.
- H. Propose Feasibility study into bill paying options at the meter (pay utility bills/parking citations, authorized restricted parking sessions, other fees the City may collect, etc.)
- I. Propose Solutions to the removal of the lines of metering boundaries and lines called districts. These boundaries need removed and ordinance needs rewritten to reflect that, just as the stoplight/stop sign **need** determination process that is performed by our traffic engineering group, the Parking manager should also have the same authority to enact timed or metered parking in any area within the City of Tulsa that has developed to the point that the regulation of parking should be implemented for the good of the general public. These occurrences shall be posted by sign and the documentation of such shall be placed on file with the City clerk. If callouts for area are desired, names such as “downtown and its surrounding area”, and other call outs can be named informally but shall have no connection to ordinance.
- J. Propose Expansion plans to provide metered and APP or App only, into areas previously metered or areas now needing traffic and parking session management due to the revitalization of the areas, such as, Brookside, Cherry Street, Rose District, Pearl District, and East Village, and other areas of increased parking management needs, and the ordinance changes reflecting them, need created or left as a discretionary action of the Parking Manager.
- K. Provide Suggested Ordinance changes reflecting solutions to restricting or managing the disruption of big Area studies need performed to document occupancy in every space, at all planned regulatory hours to determine maximum time and costs for the areas, as well as if long session parking is allowable in an

area without nearby businesses that may be impacted by not having a short term parking area frontage.

- L. Provide Recommendations as to a new system for performing LPR License Plate Recognition that will actively search all the nuisance and stolen lists, that is both vehicular based and cellphone capable to allow for mobile checks when a plate is not visible from the street.
- M. Provide Nationwide comparison to see if any other city is using their parking division, separated from the police, and for the various tasks of event enforcement, couponing, management of a restricted parking process (reservations), vehicle nuisance abatement and booting, meter collections, space painting, system design, metered and App based programming for changes, vandalized meters cleaning repair and investigations, destroyed parts replacing, sign system repair and upkeep, sign installation and maintenance, metered equipment repair; or if these various duties are split up into different groups as a responsibility.
- N. Propose Solution to provide daily analytics management for dozens of categories, such as tree growth/sign obscuring problem locations, other regulatory sign conflicts, sidewalk and parking hazards, space use of: building construction, private road construction projects, engineering road construction projects, Parklets, curbside pick-up, valet, dumpster, General ROW projects, special permits, parades, block parties, street festivals, entertainment events usages, restricted space use, utility work, sidewalk rehabs, ADA corner rehabs, and others to be combined into an annual space loss/metered fees loss report and comprehensive all in one mapping display.
- O. Provide Suggested Ordinance changes to definitions of semi-trucks and various delivery trucks added as well as their individual time day and weight restrictions by area.
- P. Provide Suggested Ordinance changes reflecting or managing the disruption of big truck deliveries in the narrow busy streets downtown. We recommend semi-trucks only between the hours of 2AM and 7AM, and large box trucks only between the hours of 9-11AM, 2-4PM, and also 2AM to 7AM only.
- Q. Provide Ordinance changes that will cause private lots and garages to place their meters and signage deep inside their lot to eliminate the current confusion they create when they allude to a street parker that they should come pay at their meter. Some ordinance exists currently loosely stating they cannot have signage that causes any confusion to the general public.
- R. Provide Ordinance changes reflecting that all fines need to include the cost of whatever fee they were supposed to have paid to use the space they were in, since they actually used the space. Otherwise, once event based regulated parking goes into effect, it will be cheaper to just pay the ticket rather than the parking fee.

- S. Provide Cost analysis for all the sign material and contracted installations to reflect all changes to be implemented by the study.
- T. Provide Ordinance changes reflecting that we have the right to charge a lower reasonable fee for handicap violations rather than the one set by the state.
- U. Provide Ordinance changes reflecting that only a sign is needed to state a regulation, paint on the ground that may fade or be covered by snow is occasionally just placed as a courtesy. This will align us with Manual on Uniform Traffic Control Devices (MUTCD) standards that regulates all current sign and paint standards nationwide.
- V. Provide Ordinance changes reflecting that restricted parking is an official permit, and identify funding needs to allow it to be paid and managed online.
- W. Provide Ordinance changes to remove all instances of the word “Hooding”, which is no longer applicable with the new pay by plate system.
- X. Provide Ordinance changes reflecting that all alleys are one way only in the northbound direction and stating which side can be used for use by 30 minute commercial vehicles.
- Y. Provide Ordinance changes adjusting all parking space usage by any cause or permit to be charged at the pre-set *value of a space* if used at its maximum potential and requiring the fees shall be paid into a fund to fund the parking system’s needs, not into the general fund pool.
- Z. Identify through discussion with parking management personnel, the numerous parking related ordinance changes that have corrections or rewording needs, in numerous sections of ordinance.
- AA. Provide manpower recommendations to reflect what would be needed to regulate all areas and time changes, current and proposed and provide citation enforcement in all areas and to cover all times with the capability to re-enforce the same areas every 2 to 4 hours and provide enforcement throughout the day numerous times in all areas.
- BB. Provide research and solutions to allow numerous methods of making payment for space use by allowing numerous Apps and platforms to collect and be funneled into a common payment and enforcement module.
- CC Provide suggestions and solutions to perform space occupancy time duration and customer counts for all metered and time regulated spaces.
- DD Identify the proper and required curb space size requirements and locations for all fire zones and handicap spaces in time regulated areas, due to conflicting current information.
- EE. Identify other existing municipal Valet programs and costs from comparable cities of both size and population as related to our current downtowns area and

footprint, as well as its on-street parking size to determine best methods, practices, and valet ordinance wording.

FF. Identify resources to use for the processes of analytics upkeep and ordinance creation/rewording.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the awarded Respondent. These performance metrics will highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. The City looks forward to working with the awarded Respondent to define these important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the City and the awarded Respondent prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

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 awarded Respondents 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 Respondent
- 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:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, September 18, 2024, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "**RFP 25-901, On Street Parking Study**".

Proposals received late will be returned unopened.

- B.** Interested Respondents should submit:
One (1) unbound original and five (5) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

- C.** Proposals shall be delivered and sealed to:

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

- D.** 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.

- E.** 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, September 9, 2024**.

Donny Tiemann, Project Buyer
dtiemann@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.

- F.** 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

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following questions or information requests:

Qualifications and Experience

- A. Provide a general overview of your organization. What sets your organization apart from your competitors? Why is your organization uniquely qualified to take on this scope of work?
- B. Describe the extent of your organization's experience in conducting similar projects or delivering similar services for public agencies.
- C. Submit at least 5 references with whom you have contracted for projects similar to the project described in this RFP. Provide contact names and telephone numbers of references from organizations that can attest to the success, stability and professionalism of your organization's operations.

Staff Capacity and Oversight

- A. Describe the team that would work on this project. Include a list of key team members and their general availability while on this project. Make the case for why they will be great partners on this project. Please provide bios, resumes or whatever you think best highlights the strength of the team that would be working on this project. It is noted that equipment, material and staff shall be provided by the Respondent.
- B. Please describe your organization's capacity to take on additional work if you are awarded this contract. How would you create additional capacity, if needed?

Service Delivery and Timeline

- A. Provide a detailed description of your organization's ability, approach, and methodology for this project or service in line with the RFP objectives and key elements outlined in the scope of work.
- B. **Implementation Timeline:** Provide an implementation timeline for your project or service, including key milestones related to the scope of work. Include estimates of the timeframe estimated to complete each task.

Pricing and Cost Proposal

- A. **Cost proposal:** Complete the price summary sheet and any additional information that will enable the effective delivery of the proposed project or services. The City is not obligated to award a contract to the lowest priced proposal and may accept the proposal that provides the best value to the City of Tulsa based upon evaluation criteria described above.

Exhibit A, Price Sheet Summary, shall be evaluated in the following manner: The lowest proposed price will receive the maximum score of 25 points and all higher proposed prices will receive proportionately lower scores.

- B. **Narrative and justification:** Present a cost narrative that explains the basis and rationale for the costs proposed.

IX. 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 criteria:

Category	Total Points	What Would a Top Score Look Like?
Qualifications and Experience	25	Respondent demonstrates qualifications to conduct project of this size. Respondent demonstrates extensive successful experience in carrying out similar types of project work.
Staff Capacity and Oversight	15	Respondent will provide a list of key team members that would be working on this project. Respondent would also describe your organization’s ability to take on additional work if awarded.
Service Delivery and Timeline	15	Respondent demonstrates a complete understanding of the project and MUTCD standards. The project schedule is sufficient to ensure successful completion of the project in a timely manner, and incorporates key milestones related to the scope of work.
Project Management and Reporting	20	Respondent clearly outlines a plan to complete the project within a timely manner and incorporates key milestones and performance metrics.
Pricing and Cost Proposal	25	The proposed budget is sufficient to ensure successful completion of the project, and each cost is reasonable and necessary.

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.

X. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent(s) 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. Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage.

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY 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.

EXHIBIT A

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)

1. Delivery.

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

DESCRIPTION		PROPOSED COST
ON - STREET PARKING STUDY		\$ _____
TOTAL COST NOT TO EXCEED: (ALL COSTS MUST BE INCLUDED OR YOUR PROPOSAL WILL BE DISQUALIFIED)		\$ _____

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).

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 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 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 3-8)	
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# 25-901

RFP DESCRIPTION: ON-STREET PARKING STUDY

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.