8/26/2024

REQUEST FOR PROPOSAL 25-300

Addendum #1

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

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Was:

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

B. Proposals shall be delivered and sealed to:

Tulsa Authority for the Recovery of Energy c/o Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

Changed to:

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

B. Interested Respondents should submit one (1) unbound original and six (6) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

Proposals shall be delivered and sealed to:

Tulsa Authority for the Recovery of Energy c/o Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103

City of Tulsa Finance Department

Request for Proposal

25-300

Professional Services for: Hauling Consulting

Department: Public Works

NIGP Commodity Code(s): 918-32, 918-00

RFP Schedule

| EVENT | DATE |
|---|-------------------------------|
| RFP Issue Date | 08/14/2024 |
| Pre-Proposal Conference Teams link – Email ATune @cityoftulsa.org for invite | 08/23/2024at 1:30 PM CDT |
| Deadline for Questions | 08/26/2024 |
| Submit to assigned Buyer via email. | 10 Days prior to RFP due date |
| Proposal Due Date Mail or deliver to City Clerk address. Proposals are open | 09/04/2024 |
| the day after the due date. | |

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

Angie Tune, Senior Buyer | atune@cityoftulsa.org

All questions should be emailed with the RFP 25-300 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 (on behalf of the Tulsa Authority for the Recovery of Energy [TARE]) is soliciting proposals to secure professional services to:

- 1) Evaluate the program by which Tulsa Authority for the Recovery of Energy (TARE) administers the collection and disposal of residential solid waste in the City of Tulsa, including an evaluation of the existing residential program and a potentially new program that maintains or improves the long-term sustainability of the current residential program;
- 2) Provide an evaluation that leads to a system desired for implementation or modification, including best management practices for the residential hauling, cost of service modelling, and rate modelling;
- 3) Provide a final report outlining and summarizing the work leading to a recommendation for implementation; and
- 4) May include assisting staff with making presentations to the TARE board, City Council, and other leadership.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

The City of Tulsa has a mayor-council form of government. This form of government has been in place since 1989, at which time Tulsa converted from a city commission form of government.

TARE was organized in 1977 as an Oklahoma public trust with the City of Tulsa as its sole beneficiary. For the purpose of managing, collecting, controlling and disposing of the City's solid waste, the City delegated those functions to TARE. The structure by which those functions have been administered by TARE on the City's behalf has changed over the years. Most recently, TARE contracted out all residential services for the entire city to one company as of 2012. Presently TARE offers multiple levels of services based on customer needs.

This RFP is intended to describe the services required to fulfill TARE's responsibilities, but not to describe or limit any approved technologies a Respondent may use to provide such services. It is understood that any Respondent represents, by submitting a proposal, that the Respondent has the tools, expertise, technology, and capacity to provide these services and the Respondent is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the contract. TARE will always expect and demand quality service from the successful Respondent.

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 | 08/14/2024 |
| Pre-Proposal Conference | 08/23/2024 1:30 PM CDT |
| Deadline for Questions | 08/26/2024 |
| PROPOSAL DUE DATE | 09/04/2024 |
| Begin proposal evaluations | 09/06/2024 |
| Interviews with Respondents (anticipated) | 09/16/2024 |
| Negotiations with apparent successful Respondent begin (anticipated) | 09/23/2024 |
| Execute contract (anticipated) | 10/14/2024 |
| Begin service delivery (anticipated) | 10/14/2024 |

Email atune@cityoftulsa.org for an invite to the Pre-Proposal Conference Teams meeting.

One year from Notice to Proceed, with one 1-year renewal at City of Tulsa and TARE's option.

IV. SCOPE OF WORK:

- We are asking for assistance with writing an RFP/IFB for a new refuse and recycling hauling contract. We are also asking for assistance in helping determine the type of technology to use for the vehicles and how to use technology for the best management practices.
- The Respondent shall produce a final report outlining and summarizing the evaluations and work leading to recommendations for implementation. It shall also include the steps and time frame(s) to be taken for the implementation or modification(s) of the program.
- 3. TARE's evaluation team shall have the ability to evaluate the existing hauling practices for the residential program and make capital recommendations based on the current program. Services may include, but are not limited to:
 - An inventory tracking system.
 - Tracking abilities and solutions.
 - Tracking transparency (AVL systems tracking must feed into City of Tulsa systems).
 - Tracking misses and contamination.
 - Hauler trucks (auto loaders vs rear loaders).
 - Fuel technologies (diesel, EV, or natural gas).
 - BMPs for refuse collection and disposal.
 - Disposal of recycling collection.
 - Curbside yard waste collection and disposal.
- 4. The team must have adequate resources available within a timely manner.

V. DELIVERABLES:

The products, reports, and plans to be delivered to City of Tulsa and TARE will include:

- 1) Evaluations and reports of current residential practices and recommendations for improvements or changes to the program.
- 2) Report on steps to be taken for RFP or IFB of the proposed program, including timelines, rate modeling and cost of service modeling.
- 3) Assisting staff with the implementation of hauling modification or changes and making presentations to leadership groups.
- 4) Assist staff in writing an RFP or IFB for residential municipal solid waste, recycling, and yard waste for pickup, hauling and delivery to disposal locations.
- 5) Assist staff with evaluation of Proposals.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to TARE. TARE looks forward to working with awarded Respondent to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and TARE 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 |
|---|--|---|--|
| Evaluation and Improvements needed to maintain long-term sustainability of the residential program. | Current Contract | TARE board will review data with awarded Respondent at biweekly meetings. | TARE board will review this data and provide feedback monthly. |
| Determine the type of equipment needed for hauling the residential municipal solid waste, recycling and yard waste. | Data sources will be researched and provided by the consulting firm. | TARE board will review data with the awarded Respondent at biweekly meetings. | TARE board will review this data and provide feedback monthly. |
| Provide best managing practices for residential hauling, cost hauling and rate hauling. | Current Contract and comparable industry research provided by the consulting firm. | TARE board will review data with the awarded Respondent at biweekly meetings. | TARE board will review this data and provide feedback monthly. |

Contract Performance Monitoring

As part of City of Tulsa's and TARE's commitment to becoming more outcomesoriented, we seek to actively and regularly collaborate with awarded Respondent 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 or to TARE
- Discussion and troubleshooting of challenges
- Review of activities on the horizon

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. Proposals must be received by 5:00 p.m. on Wednesday, September 4, 2024, Central Time (Oklahoma). Please place proposals in a sealed envelope or box clearly labeled "RFP 25-300, Hauling Consulting".

Proposals received late will be returned unopened.

B. Interested Respondents should submit one (1) unbound original and six (6) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

Proposals shall be delivered and sealed to:

Tulsa Authority for the Recovery of Energy c/o 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 identified herein 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/.

TARE 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 <u>via e-mail</u> and must be received prior to the end of the business day on **August 26, 2024.**

Angie Tune, Senior Buyer: atune@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 Tulsa, Oklahoma

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

Respondents must submit a detailed proposal that includes the following:

- **A.** A project **narrative** that describes the approach to strategic planning that accomplishes the scope of work outlined in Section IV. If this includes an established system of strategic planning, make clear the steps of this system.
- **B.** Description of the Respondent's **qualifications** to conduct strategic planning.
- **C.** Description of the Respondent's prior **experience** in strategic planning, including references that may be contacted to learn about the Respondent's work with prior clients.
- **D.** A breakdown of the **cost** to complete the scope of work.

All required documents in the **Respondent Checklist** included in this packet.

IX. EVALUATION OF PROPOSALS:

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

All Proposals will be evaluated using the following criteria:

| Category | Total Points | What Would a Top Score Look Like? |
|--|---------------------|---|
| Overall Experience of Respondent & Demonstrated Results | 35 | Our evaluation will include an assessment of the history of Respondent, Respondent's experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items. |
| Strategic Thinking/Planning Approach | 40 | Overall approach and strategy described/outlined in the Proposal and Respondent's capacity to perform the engagement within the specified timeframe (prior experience of the firm in meeting timelines will be factored in here) |
| Budget Approach/Cost Effectiveness | 25 | Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate. |

TARE also reserves the right to evaluate based on the full list of eligible criteria listed in <u>Title 6</u>, <u>Chapter 4</u> of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code of ordinances.

X. MISCELLANEOUS

- A. TARE expects to enter into a written Agreement (the "Agreement") with the awarded Respondent(s) that shall incorporate this RFP and selected Respondent's 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, TARE may include in the Agreement other terms and conditions as deemed necessary. Respondent's response to this RFP will be considered part of the Agreement if one is awarded to Respondent.
- **B.** All data included in this RFP, as well as any attachments, are proprietary to TARE.
- C. TARE 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 TARE's or the City of Tulsa's name in any way as a potential or actual customer is strictly prohibited except as authorized in writing by TARE or the City of Tulsa.
- **F.** TARE assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- **G.** TARE 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.
 - TARE shall not be under any obligation to return any materials submitted in response to this RFP request.
- H. TARE 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 TARE's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I. TARE also notifies all Respondents that TARE 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 TARE'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. The selected Respondent "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 Proposal, 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) |

- L. Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Proposal was Accepted by the City on behalf of TARE to provide proof of coverage. 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. Certificate Holder Information: <u>Tulsa Authority for the Recovery of Energy and the City of Tulsa</u>, and their respective officers, trustees, and employees, 175 East 2nd St., Suite 260, Tulsa, OK 74103

RESPONDENT INFORMATION SHEET

| Respondent is organized) | | | |
|---|---------------|----------------------|--------------|
| State of Organization: | | | |
| Respondent's Type of Legal Entity: (che | ck one) | | |
| ☐ Sole Proprietorship | ☐ Limited I | • | |
| ☐ Partnership | | Liability Partnershi | |
| ☐ Corporation☐ Limited Liability Company | | Liability Limited Pa | - |
| | | | |
| Respondent's Address: | | | |
| Street | City | State | Zip Code |
| Respondent's Website Address: | | | |
| tespondent s website Address. | | | |
| Sales Contact: | | Contact for L | egal Notice: |
| lame: | | Name: | |
| itle/Position: | | Title/Position | i |
| Street: | | Street: | |
| Dity: | | City: | |
| State: | | State: | |
| Phone: | | Phone: | |
| Email: | | Email: | |
| | | | |
| How did you learn about this bus | iness opportu | ınity with TAR | E and the Ci |
| | | | |
| ☐ 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 w Respondent is organized) | | | | | whic | | |
| Please present a | Fee Schedu | ule for each | year's se | rvices: | | | |
| Year 1: | \$ | | | _ | | | |
| Year 2: | \$ | | | _ | | | |
| 2-YEAR TOTAL | | | \$ | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| By signing here, inclusion of TARE in any contract with | 's general o | | | | | | |
| Company Name: | | | | Date: | | | |
| Signature: | | | | | | | |
| Name Printed: | | | | | | | |
| Title: | | | | | | | |

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

| STATE | · · · · · · · · · · · · · · · · · · · |
|--------|---|
| COUN |)ss. Y 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 TARE or 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 TARE or 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 the agreement with TARE or 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: |
| Subscr | bed and sworn to before me thisday of, 20 |
| Notary | Public |
| Му Со | nmission Expires: |
| Notary | Commission Number: |

The Affidavit must be signed by an authorized agent and notarized

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

| amendments are incorporated into the Proposal Pack | ket and will become a part of any resulting contract. |
|---|---|
| List Date and Title/Number of all addenda or amendn | ments: (Write "None" if applicable). |
| | |
| | |
| | |
| | |
| | |
| | |
| | Sign Here ▶ |
| | Printed Name: |
| | Title: |
| | Date: |

APPENDIX A - TARE General Contract Terms

It is anticipated that TARE will enter into a contract with the selected Respondent as the "Contractor" for an initial term ending one (1) year from the date of its execution by the Chair of TARE's Board of Trustees, with one (1) one-year renewal available at the option of TARE. Contracts entered into by TARE generally include, but are not limited to, the following terms and provisions:

- 1. Renewals. Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by the contract. The continuing purchase by TARE of the Services set forth in the contract with TARE is subject to TARE's needs and to TARE's annual appropriation of sufficient funds in its fiscal year (July 1st to June 30th) in which such Services are purchased. In the event TARE does not appropriate or budget sufficient funds to perform the contract, the contract shall be null and void without further action by TARE.
- 2. **No Indemnification or Arbitration by TARE.** Contractor understands and acknowledges that TARE is an Oklahoma public trust of which the City of Tulsa, Oklahoma, a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens, is the sole beneficiary. Accordingly, and pursuant to Oklahoma law, TARE shall not indemnify nor hold Contractor harmless for loss, damage, expense, or liability arising from or related to the contract, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to TARE for actual loss or direct damages for any claim based on a breach of the contract and the documents incorporated herein. TARE reserves the right to pursue all legal and equitable remedies to which it may be entitled. TARE will not agree to binding arbitration of any disputes.
- 3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save TARE and its trustees, officers, employees and agents harmless from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks, or copyrights.
- 4. General Liability and Indemnification. Contractor shall indemnify and hold TARE and its trustees, officers, employees, and agents harmless from any loss, damage or claims arising from or related to the performance of the contract. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to the contract. Contractor agrees to indemnify and hold TARE and its trustees, officers, employees, and agents harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of the contract.
- 5. **Liens.** Pursuant to City of Tulsa Charter (Art. XII, §5), no lien of any kind shall exist against any property of TARE or the City.
- 6. **No Confidentiality.** Contractor understands and acknowledges that TARE is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to the contract that would be inconsistent with TARE's compliance with its statutory requirements thereunder.

- 7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of the contract 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. 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- 8. Right to Audit. The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by TARE or its designees. Contractor shall retain all records related to the contract 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. The contract shall be 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. The parties shall stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma for any lawsuits arising under the contract or incident thereto, and each party waives any objection to such venue.
- 10. **No Waiver.** A waiver of any breach of any provision of the contract 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. The contract 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 the contract. The contract may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, TARE does not agree to the terms of any future agreements, revisions or modifications that may be required under the contract unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign the contract or use subcontractors to provide the Goods and/or Services without TARE's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
- 12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

Other appropriate contract terms and provisions as TARE may deem pertinent to the proposal as accepted by TARE shall be included in the parties' contract.

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 | | |
| Respondent Information Sheet (required form) | | |
| Price Sheet Summary (required form) | | |
| Affidavit (Non-Collusion, Interest & Claimant) (required form) | | |
| Acknowledgement of Receipt of Addenda / Amendments (required form) | | |
| Appendix A City of Tulsa General Contract Terms (required form) | | |
| Additional Information (Optional) | | |

Please Return Entire RFP Packet

PACKING LABEL

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260 Tulsa, OK, 74103

Respondent Submission For:

RFP# 25-300

RFP DESCRIPTION: Hauling Consulting

Please affix this label on the package, container, or envelope containing Your two completed Proposals: one labeled "Original," the other labeled "Copy." We recommend that both Proposals (original and copy) be sent in the same envelope.

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 Proposal 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 IFB.