

8/29/24

# Request For Proposal 25-904

## Addendum #1

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

### ADDITIONS:

#### IX. MISCELLANEOUS

- A. **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.

General Liability: personal injury and property damage, each occurrence	\$ 250,000.00
Personal Liability, each occurrence	\$ 250,000.00
Automobile Liability: Combined Single Limit (CSL), 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.

# Request for Proposal

## 25-904

**Professional Services for:** Qualified Consultant, Agency, or Team to Develop and Implement a Marketing Campaign

**Department:** City of Tulsa – Tulsa Route 66 Commission

**NIGP Commodity Code(s):**

918-76, 918-26, 918-07, 918-00, 915-22, 915-03, 915-02, 915-01

### RFP Schedule

EVENT	DATE
RFP Issue Date	08/23/2024
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	09/16/2024 <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>	09/25/2024

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

Donny Tiemann, Project Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)  
*All questions should be emailed with the RFP 25 - 904 in the subject line*

**Submit proposals (sealed) to:**

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



## **I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City of Tulsa on behalf of the City of Tulsa's Route 66 Commission ("Commission") is seeking a qualified consultant, agency, or team to develop and implement a marketing campaign that highlights Route 66 in Tulsa, the Commission's events, and commercial districts along Route 66.

The target audience for this campaign should be all potential visitors to Route 66 with a focus on local and regional visitors. Responses to the RFP that include a national and international audience will have a competitive edge.

The campaign should focus on Tulsa's unique history as the Capital of Route 66, heritage tourism, economic development of the Mother Road, the City's Route 66 assets and capital improvements, and the City's eight unique commercial districts (Route 66 Main Street, Kendall Whittier Main Street, Tulsa Market District, Meadow Gold District, Blue Dome District, Cathedral District, University District, and Gateway District).

With this Request for Proposal (RFP) the Commission seeks to secure professional services to create a comprehensive, multi-platform marketing and event campaign for the economic development initiatives, grant programs, events, and marketing of the Tulsa Route 66 Commission's efforts.

The Commission is looking for a partner; a consultant, agency, or team that is interested in working with the Commission to promote Tulsa leading up to a high-profile, once in a lifetime celebration, the Route 66 Centennial in 2026.

Our goals are to highlight Route 66 history in Tulsa, encourage cultural heritage tourism, celebrate Route 66, and bring greater awareness to the upcoming centennial, increase visitors to Route 66 in Tulsa, and promote the Commission's events, grant programs, and initiatives.

We enthusiastically look forward to receiving your proposal.

## **II. BACKGROUND:**

The Tulsa Route 66 Commission was formed in 2016 and is funded by the Vision Tulsa sales tax package. The Commission supports and assists all ongoing efforts locally and statewide with both public and private entities involved in Route 66 matters. Commission Members will also create and help implement specific strategies and plans to encourage economic development and promotion for Route 66.

In addition to maintaining Route 66's assets and capital improvements, the Commission hosts various events and an annual holiday lights contest and cruise (Route 66 Twinkle Tour). In 2026, the Commission plans to host select Centennial events and to also participate in the annual AAA Route 66 Road Fest.

### III. TIMELINE:

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

- Proposal Submissions (4 weeks)
- Proposal Submission Deadline DATE: 9/25/24
- Review of Proposals (2-3 weeks)
- Interview of Top 3-5 Proposals (1-2 weeks)
- Selection of Agency/Team/Consultant (2-3 weeks)
- Recommendation of Respondent to Full Commission (2 weeks-1 month depending on interview timeline)
- Review and Approval of Recommendation by SSA Committee (1-2 weeks)
- Contract Negotiations (2-3 weeks)
- Review and Approval of Contract by Mayor's Office (1-2 weeks)
- Contract Time Frame Begins (Time of Signed Contract)
- Contract Period (One year)
- Contract Expiration Date - with potential for renewal (One year from date of signed contract)

### IV. SCOPE OF WORK:

The Respondent shall:

- Purchase, monitor and maximize Tulsa Route 66 Commission's Facebook content & messaging.
- Coordinate creative timelines with assigned staff and Tulsa Route 66 Commission.
- Coordinate art approval on all marketing and promotional materials with Tulsa Route 66 Commission.
- Coordinate the creation and delivery of all swag, promotional items, and printed materials to the Commission in a timely manner.
- Coordinate the printing of the annual Route 66 Coloring Book. Coordinate with the artist for any needed updates.
- Create and execute social media advertising campaigns and limited print advertising campaigns.
- Provide graphic design for marketing and promotional elements for the deliverables listed below.
- Deliver all promotional elements and deliverables in English and Spanish. Provide translation services for new and existing commission collateral in Spanish or other languages as needed.
- Be responsible for payments to the individual media providers and vendors.
- Prepare monthly reports, summaries, and billing.
- Provide rationale for selecting the source(s) to Tulsa Route 66 Commission for marketing buying and placement and collateral purchases.

- Negotiate with media providers for best rates, schedules and added value opportunities.
- Provide instruction and direction to media providers and vendors.
- Create and execute social media, limited print, and digital advertising campaigns.
- Check media ad vendor contracts and invoices for accuracy.
- Deliver Marketing Strategic Plan for Route 66 Centennial
- Develop and execute an online Route 66 business directory and an online filterable Route 66 highlights map (with a companion print component)
- Create and execute social media, digital, print, television, and radio advertising campaigns.
- Provide other promotional and marketing needs.

The City of Tulsa is the final authority on all decisions made regarding the contract and media buys. The total proposal budget for FY ending June 30, 2025 is \$100,000.00. This includes media budget, creation of the deliverables listed below, subcontractor fees, and all communications and consulting services. The intent is to grow this budget annually as we approach the Centennial of Route 66 in 2026.

## **V. DELIVERABLES:**

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

- 1) Swag bags (1,200-3,200 annually) and other swag items (stickers, magnets, bumper stickers, etc.)
- 2) Tourism print items (rack cards, brochures, posters)
- 3) Event marketing & event graphic design (posters, event logos, promotional graphics)
- 4) Social media for campaigns
- 5) Business postcards and mailings (2-5 per year)
- 6) Coloring book (annual design and printing)
- 7) Limited print advertising (1-2 annually)
- 8) Monthly report, summary, and invoice
- 9) Digital billboards
- 10) Google ads for campaigns
- 11) Grant program promotions
- 12) Print, television, and radio advertising
- 13) Design and build online filterable Route 66 highlights map (with companion print map)
- 14) Expand translated collateral and materials as requested

**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 City of Tulsa and the Tulsa Route 66 Commission.

The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties.

<b>Performance Metric</b>	<b>Data Source</b>	<b>Data Collection Frequency</b>	<b>Data Collection Responsibility</b>
Completed Deliverables	Scope of Work	Monthly	Respondent
Multi-Touch Attribution	Various	Monthly	Respondent + Commission
Social Media Engagement	Facebook	Monthly	Commission
In-person Traffic	Route 66 Businesses and/or Streetlight Data	Monthly	Commission + Route 66 Business Community + INCOG
Online Traffic	Facebook + Various Websites	Monthly	Commission
On or Under Budget	Budget-to-Actual Report	Monthly	Respondent + Commission (via INCOG)
Timeliness	Deadlines for Deliverables	Monthly	Respondent

**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 25, 2024, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 25-904, Qualified Consultant, Agency, or Team to Develop and Implement a Marketing Campaign**”.

**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. 2<sup>nd</sup> 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 **September 16, 2024**.

**Donny Tiemann, Project Buyer**  
[dtiemann@cityoftulsa.org](mailto: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 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

**VIII. EVALUATION OF PROPOSALS:**

The approval of the selected Respondent will be subject to the final determination of the City with a recommendation from the Tulsa Route 66 Commission 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:

<b>Category</b>	<b>Total Points</b>	<b>What Would a Top Score Look Like?</b>
Budget	25	Proposal would list a variety of deliverables at competitive rates that utilize public funds efficiently with maximum impact.
Route 66 Concept Art (one ad and one design for a promotional item)	25	Proposal would include innovative and creative concept art for a Route 66 advertisement and one promotional item.
Samples of Work / Professional Portfolio	20	Samples of work and/or portfolio would showcase similar projects to those listed in the deliverables that were successfully implemented.
Proposal Meets Needs for Goals, Deliverables & Target Audience	20	Proposal would address our target audience (local and regional visitors to Route 66), would accomplish our goals, and include all deliverables listed in the RFP.
Client References	10	Client references would confirm that the Respondent is an ethical professional with a proven track record of timely, successful implementation of deliverables. It would also reveal that the Respondent delivers their work on or under budget consistently.
International and/or National Campaign Elements	10 Bonus Points	Respondent includes deliverables that target a national and/or international audience.

The Tulsa Route 66 Commission’s ad hoc committee will be interviewing the top 3-5 Respondents with the highest scores. Interviews will be 30-45 minutes long and take place between 10/14/23 and 10/18/24.

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](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).



**IX. MISCELLANEOUS**

- A.** The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent 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 of Tulsa.
- C.** The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- 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 of Tulsa’s name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- 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 of Tulsa 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. 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.

General Liability: personal injury and property damage, each occurrence	\$ 250,000.00
Personal Liability, each occurrence	\$ 250,000.00
Automobile Liability: Combined Single Limit (CSL), 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:

- H. Your name
- I. Insurer’s name and address
- J. Policy number
- K. Liability coverage and amounts
- L. Commencement and expiration dates
- M. Signature of authorized agent of insurer
- N. 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.

## 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:** \_\_\_\_\_

**Respondent's Social Media Accounts:** \_\_\_\_\_  
\_\_\_\_\_

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**Sales Contact:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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**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 year's services:

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

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

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

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

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

**5-YEAR TOTAL** \$ \_\_\_\_\_

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 AND INTEREST**

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.

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 Packet and will become a part of any resulting contract.

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

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**Sign Here ►** \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

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

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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



## RESPONDENT CHECKLIST

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

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

<b>RESPONDENT CHECKLIST</b>	
<b>RESPONDENT DOCUMENTS</b>	<b>INCLUDED?</b>
Cover Letter	
Proposal Narrative	
Samples of Work or Professional Portfolio	
Route 66 Concept Art (one ad and one design for a promotional item)	
Three Client References, including contact information	
Respondent Information Sheet <b>(required form)</b>	
Price Sheet Summary <b>(required form)</b>	
Affidavit (Non-Collusion and Interest) <b>(required form)</b>	
Acknowledgement of Receipt of Addenda / Amendments	
Additional Information (Optional)	

## PACKING LABEL

### Top Left Corner of Label

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

**FROM:**

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

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

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 25-904

RFP DESCRIPTION: Qualified Consultant, Agency, or Team to Develop and Implement a Marketing Campaign

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.