

Solicitation RFP-OCITY-142

Street Development Fees Technical Study and Documentation

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFP-OCITY-142

Street Development Fees Technical Study and Documentation

Bid Number	RFP-OCITY-142
Bid Title	Street Development Fees Technical Study and Documentation
Bid Start Date	In Held
Bid End Date	Jun 21, 2023 4:00:00 PM CDT
Question & Answer End Date	Jun 7, 2023 12:00:00 PM CDT
Bid Contact	Robin Lockaton 405-297-2515 robin.lockaton@okc.gov
Bid Contact	City Clerk 405-297-2391 cityclerk@okc.gov
Bid Contact	Aubree A Atherton 405-297-2498 aubree.atherton@okc.gov
Bid Contact	Mark Mishoe 405-297-2406 mark.mishoe@okc.gov
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.

Item Response Form

Item	RFP-OCITY-142--01-01 - RFP-OCITY-142
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts

No Location Specified

Qty 1

Description

Upload your responses to the request for proposals as outlined in the RFP and any related documents to this line item. Please do not add zip files.

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDS SYNC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 8. TERMINATION:**
 - (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

9. COMPLIANCE WITH APPLICABLE LAWS: All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42 U.S.C. §§ 2000d, *et seq.*

10. SELF-INSURED: The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

11. RIGHT TO AUDIT: The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

12. SAMPLE FORMS: Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

13. PAYMENTS AND DISCOUNTS:

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

14. CURRENCY: The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

Oklahoma Open Records Act and Confidential Information

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 et seq.

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO
AGREEMENT/CONTRACT AWARD**

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Type Name of Authorized Agent/Representative _____ Title _____

Signature _____

Company Name _____

Address _____ Zip Code _____

Telephone Number and Fax Number, if any _____

TO BE COMPLETED BY THE NOTARY:

State of * _____)
County of * _____) SS.
[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this _____ day of _____ by _____
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: _____ [Oklahoma] _____ Type Name of Notary Public _____

My Commission Expires: _____ [Date/Year] _____ Signature of Notary Public _____

[49 Okla. Stat. 2011 §119]

September 2020

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

Updated 2019



**The City of
OKLAHOMA CITY**

(Internal use only)
 PeopleSoft Vendor ID: _____ Entered by: _____
 Helpdesk Ticket #: _____ Date: _____

VENDOR REGISTRATION FORM

Please print legibly or type this information. Form must be completed and signed by authorized individual.

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.

☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.

Please provide the City Department or Employee you are working with:

_____ City Department

_____ City Employee

☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

Select all types of applicable update(s):

☐ Address ☐ Name ☐ Tax ID ☐ Contact Information ☐ ACH/EFT ☐ Other: _____

How did you hear about us? _____

SDBE Program: Please select all applicable vendor characteristics:

☐ Disadvantaged Business Enterprise
☐ Small Business - as defined by the U.S. Small Business Administration
☐ Women-Owned Business - % women owned / controlled _____ %
☐ Minority-Owned Business - % Minority owned / controlled _____ %
 Ethnicity(ies): _____

☐ DUNS Number - _____

If you checked any of the above boxes, please provide a brief description of your business: _____

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities? ☐

Do you wish to receive payments by electronic funds transfer? ☐ Check here if same as PO address ☐

PURCHASE ORDER ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

PAYMENT REMITTANCE ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts See [11 O.S. § 8-11](#).

Return to Procurement Services:
vendorregistration@okc.gov
 100 N. Walker, Suite #200
 Oklahoma City, OK 73102
 (405) 297-2741 Fax (405) 297-2142

Signature of Person Authorized to Sign _____

Date Signed _____

Print Name _____

Title _____



**The City of
OKLAHOMA CITY
and its Trusts**

**ELECTRONIC REQUEST FOR PROPOSALS PACKET
STREETS DEVELOPMENT FEES TECHNICAL STUDY AND DOCUMENTATION
RFP-OCITY-142**

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STREETS DEVELOPMENT FEES TECHNICAL STUDY AND DOCUMENTATION REQUEST FOR PROPOSALS

INSTRUCTIONS TO PROPOSERS

INTENT: The intent of this Request for Proposals (RFP) is to select and enter into negotiations and an agreement with a qualified professional Consultant to provide a detailed technical study to augment and update the City of Oklahoma City's (City) Streets Development Fees program and ordinance. For the purposes of this proposal, the detailed technical document is referred to as the Study. In March 2023, the City completed an engagement with a consultant to review the City's Streets Development Fee program and provide a comparative analysis with development and impact fee programs in competitor and peer cities. One of the review's recommendations was to conduct a technical study of and thoroughly document the City's Streets Development Fee methodology.

SCOPE OF AGREEMENT/CONTRACT: The Proposer shall provide qualifications and an approach that demonstrate the ability to furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein. The Contracting Entity reserves the right to award this Agreement/Contract to a single Proposer or to multiple Proposers, whichever is deemed to be in the best interest of the Contracting Entity.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout this Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the services from the resultant Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of services from the resultant Agreement(s)/Contract(s), the Proposer(s) will honor the terms and conditions, including price, of the Agreement(s)/Contract(s).

PROPOSER: Upon award of this Agreement/Contract, the term "Proposer" or "Consultant/Service Provider" shall mean the contracting party supplying the goods and/or services.

AGREEMENT/CONTRACT: The Agreement/Contract shall be in effect commencing on the date approved by the Contracting Entity.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Agreement/Contract articles, (ii) RFP Other Provisions, (iii) RFP Technical Provisions, (iv) Notice to Proposers, (v) General Instructions and Requirements for Proposers, (vi) other

requirements provided by the Contracting Entity in the RFP packet, (vii) the Proposal, then (viii) attachments, notes, and exceptions by Proposer.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages, costs, and expenses sustained by any Proposer for delivery of goods or services awarded by Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.
3. Invoices must contain the following information:
 - a. Proposer's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased
 - e. Total amount of invoice
 - f. Date of delivery

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this Agreement/Contract:

- a. Agreement/Contract
- b. Proposer's Proposal
- c. General Requirements and Instruction for Proposers
- d. Oklahoma Open Records Act and Confidential Information
- e. Non-Discrimination Statement
- f. Non-Collusion Affidavit
- g. RFP Other Provisions
- h. RFP Technical Provisions

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PROPOSAL SPECIFICATIONS

Other Provisions

ADDENDA: It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposer's proposal will not be accepted if all addenda have not been acknowledged by the Proposer through the electronic bidding system. If Proposer is set up for electronic notifications through the electronic bidding system, Proposer should receive a notification by e-mail when addenda are issued.

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

INSURANCE REQUIREMENTS: Prior to approval of an Agreement/Contract, the CONSULTANT/SERVICE PROVIDER shall obtain insurance coverage as provided below. The CONSULTANT/SERVICE PROVIDER must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certified, true, and exact copies of all insurance policies required, and endorsement pages shall be provided to the Contracting Entity on a timely basis if requested by Contracting Entity's staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the Contracting Entity. The required insurance coverage and policies shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Agreement/Contract under any other provision of this Agreement/Contract, including but not limited to any indemnification provision.

- A. Additional Insureds: All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured without reservation or restriction. The Contracting Entity shall be named as loss payees on the CONSULTANT/SERVICE PROVIDER's valuable papers insurance policy for this Study.

All insurance coverage of the CONSULTANT/SERVICE PROVIDER shall be primary and non-contributory to any insurance or self-insurance program carried by the Contracting Entity.

All insurance policies shall include a severability of interest provision wherein claims involving any insured hereunder, except with respect to limits of insurance, interests shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

- B. Deductibles: All policies must be fully insured with any single policy deductible not exceeding \$25,000. All deductibles must be declared on the certificate of insurance. If no deductible is declared, the CONSULTANT/SERVICE PROVIDER is stating a deductible does not exist and thus a deductible is not approved or accepted. If the CONSULTANT/SERVICE PROVIDER's deductible is different than declared, then the Contracting Entity will hold an equal amount from pay claims until corrected.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the CONSULTANT/SERVICE PROVIDER's self-insured retention.

- C. Policy Limits: The insurance coverage and limits required of the CONSULTANT/SERVICE PROVIDER under this Agreement/Contract are designed to meet the minimum requirements of the Contracting Entity. Such coverage and limits are not designed as a recommended insurance program for the CONSULTANT/SERVICE PROVIDER. The CONSULTANT/SERVICE PROVIDER alone shall be responsible for the sufficiency of its own insurance program. Should the CONSULTANT/SERVICE PROVIDER have any question concerning its exposures to loss under this Agreement/Contract or the possible insurance coverage needed therefore, the CONSULTANT/SERVICE PROVIDER should seek professional assistance.

All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims-made" form, the CONSULTANT/SERVICE PROVIDER shall also provide tail coverage that extends a minimum of two years from the expiration of this Agreement/Contract.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain, during the term of the Agreement/Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the Study, and in case any work is subcontracted, the CONSULTANT/SERVICE PROVIDER shall require the subcontractor similarly to provide worker's compensation and employer's liability insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the CONSULTANT/SERVICE PROVIDER. In the event any class of employees engaged in work performed under the Agreement/Contract or at the site of the Study is not protected under such insurance heretofore mentioned, the CONSULTANT/SERVICE PROVIDER shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected. If the CONSULTANT/SERVICE PROVIDER is exempt under the laws of the state of Oklahoma from the requirement to obtain and maintain worker's compensation insurance, then the CONSULTANT/SERVICE PROVIDER must provide the Contracting Entity a copy of its Affidavit of Exempt Status from the Oklahoma Insurance Department.
- (2) Commercial General Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain commercial general liability insurance coverage sufficient to meet the maximum cumulative liability of all parties to this Agreement/Contract, including the City and any public trust participating in the Study, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, as provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single act, accident, or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for

claims including death, personal injury, and all other claims arising out of a single act, accident, or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single act, accident, or occurrence.

- (3) Automobile Liability Insurance. The CONSULTANT/SERVICE PROVIDER shall provide and maintain comprehensive automobile liability insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles sufficient to meet the maximum cumulative liability of all parties to this Agreement/Contract, including the City and any public trust participating in the Study, under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, (GTCA) and any amendment or addition thereto, unless otherwise specifically and expressly provided herein.

Property damage liability in an amount not less than Two Hundred Thousand Dollars (\$200,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.

All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- D. Certificates: The insurance coverage and limits required herein must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this Agreement/Contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s). The CONSULTANT/SERVICE PROVIDER must attach a copy of the power of attorney evidencing the authority of the authorized representative to execute the certificate of insurance. The certificate must

include the Project or Contract number and Project or Contract description or name. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”

- E. Cancellation. There may be no termination, non-renewal, reduction in coverage, or modification of such insurance coverage.

The CONSULTANT/SERVICE PROVIDER authorizes the Contracting Entity to confirm all information so furnished as to the CONSULTANT/SERVICE PROVIDER’s compliance with its bonds and insurance requirements with the CONSULTANT/SERVICE PROVIDER’s insurance agents, brokers, surety, and insurance carriers. The lapse of any insurance policy or coverage required by this Agreement/Contract is a breach of this Agreement/Contract for which the CONSULTANT/SERVICE PROVIDER shall repay and reimburse all payment made under the Agreement/Contract and such other damages, losses, and costs incurred by the Contracting Entity. The Contracting Entity may at its option suspend this Agreement/Contract until there is full compliance with this paragraph, and/or may suspend payment under this Agreement/Contract, and/or may cancel or terminate this Agreement/Contract and seek damages for the breach of this Agreement/Contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to the Contracting Entity. The Contracting Entity expressly reserves the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit, the CONSULTANT/SERVICE PROVIDER shall immediately notify the Contracting Entity and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Contracting Entity requests a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the CONSULTANT/SERVICE PROVIDER hereby agrees to promptly authorize and have delivered to the Contracting Entity such statement.

- F. Duration of Coverage. All insurance coverage required under this Agreement/Contract shall be maintained in full force and effect until completion and formal acceptance of the Study by the Contracting Entity. For CONSULTANT/SERVICE PROVIDERs providing claims-made insurance coverage, such coverage must be maintained in full force and effect for a period of two (2) years after the final, formal acceptance of this Study by the Contracting Entity.

The requirements of the insurance provisions listed above shall survive the completion, expiration cancellation, or termination of this Agreement/Contract.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Proposer covenants and agrees that Proposer and Proposer's agents and employees will comply with all municipal, state, and federal laws, rules, and regulations applicable to the business to be conducted under this Agreement/Contract, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Proposer shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, or City staff) either directly or indirectly through others in which the Proposer seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this Request for Proposals.

Contacts by the Proposer with the Contracting Entity that do not pertain to Request for Proposals are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Proposer submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the Proposer being disqualified from the procurement process.

INDEMNITY: Proposer agrees to hold harmless, defend and indemnify the Contracting Entity from all claims for damages alleged to arise from Proposer's acts and/or omissions.

Under Oklahoma law, the City and the public trusts of which the City is a sole beneficiary are prohibited from indemnifying the Contracting Entity or any third party. See, e.g., 2012 OK AG 18, 2006 OK AG 11, 1978 OK AG 256, and the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended. Accordingly, proposers should delete any requirement for

indemnification by the City or its Trusts from any contracts proposed in response to this RFP. The City and its Trusts reserve the right to eliminate or exclude from consideration any proposer that requires such a clause.

RIGHT TO REJECT: The Contracting Entity reserves the right to reject any or all proposals or to award the Agreement/Contract to the next most qualified respondent if the successful Proposer does not execute an Agreement/Contract within 30 days after award of the authorization to negotiate.

CLARIFICATION: The Contracting Entity reserves the right to request clarification of information submitted and to request additional information from any or all of the Proposers.

WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn until the date and time set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the Contracting Entity the services set forth in the attached request for proposals, or until the proposals have been approved.

APPROVAL OF INFORMATION RELEASE: No reports, information, or data given to or prepared by the CONSULTANT/SERVICE PROVIDER under the Agreement/Contract shall be made available to any individual or organization without prior written approval of the Published or Contracting Entity.

TERMINATION: This Agreement/Contract may be terminated at the discretion of either party upon 30 days' notice to the other party.

INDEPENDENT CONTRACTOR: Proposer is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this Agreement/Contract.

PROPOSAL GUIDELINES: A copy of the City Guidelines and Procedures may be obtained from the City Clerk's Office, 200 N. Walker, 2nd Floor.

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PROPOSAL SPECIFICATIONS

Technical Provisions

I. PROCESS:

A. PUBLISHED NOTICE:

Journal Record, **May 24, 2023.**

The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.Periscope.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

B. ADDENDA:

It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If Proposer is set up for electronic notifications through the system, Proposer will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on the Contracting Entity except those in this RFP and any written addenda issued by the Contracting Entity.

C. SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR AMENDMENTS: There is no guarantee the Contracting Entity will agree or comply with a requested amendment. Proposers may submit technical questions regarding the RFP through the electronic bidding **by noon Wednesday June 7, 2023**. Answers to all questions not already addressed in the RFP document will be provided in the form of addenda.

II. INTENT:

The intent of this Request for Proposals (RFP) is to select and enter into negotiations and an agreement with a qualified professional to provide a detailed technical study to augment and update the City of Oklahoma City's (City) Streets Development Fees program. For the purposes

of this Proposal and the resulting Agreement/Contract, the detailed technical document is referred to as the Study.

III. BACKGROUND:

On April 26, 2016, The City adopted its first Streets Development Fees to offset growth-related infrastructure needs generated by new development. In March 2023, the City completed an engagement with a consultant to review the City's Streets Development Fees program and provide a comparative analysis with impact fee programs in competitor and peer cities. The consultant's review confirmed the City's current program is well-reasoned and generally reflects best practices. In addition, the review concluded that the current program does not pose a significant cost burden on residential and non-residential development. The review recommended a detailed, written technical study that outlines and documents the methodology, all assumptions, and demand indicators. The March review also recommends the City allow streets development fee reductions in projects that demonstrate the development will reduce trip generation below what is normal, and revisit the number of benefit areas in the current program.

In addition to wanting a fresh look at the assumptions and methodology used for the 2016 ordinance, the March review was prompted by observations from the local commercial developers regarding how the City's current program credits the cost of eligible improvements against impact fees. The City would like to investigate this aspect of the program as well.

IV. REQUEST FOR PROPOSALS (RFP) FOR SERVICES:

A. THE STUDY

The Consultant will produce and document a consumption-based, legally defensible methodology and fees for the Streets Development Fee program. This study, hereinafter referred to as the Study, should include at minimum the following:

- 1) Full documentation of the Streets Development Fee methodology: all assumptions utilized, relevant demand indicators, and the determination of eligible improvements and the basis for crediting these improvements to the impact fee.
- 2) An assessment of and potential modification of the City's current nonresidential land use categories.
- 3) An assessment of whether and how to reduce the number of benefit areas while still satisfying the nexus required for development fees.

- 4) An evaluation and calculation of development fee reductions in projects where the development will reduce trip generation below what is normal due to either internal trip capture or reduced automobile trips resulting from proximity to transit. This Study would result in the determination of criteria for density, mix of land uses, connectivity, and availability of alternative modes.
- 5) Projection of revenue impacts of recommended changes.

It is anticipated that while developing the Study, the Consultant will facilitate the discussions, analyses, and decisions necessary for the creation of a detailed technical study. The Consultant will work in partnership with City staff, and potentially, as directed by the City Manager's Office, officials, agencies, organizations, user groups and individuals involved in Oklahoma City's development system. The Consultant's work product will utilize past information and analyses, the March 2023 review report, and all any other materials and analyses provided by City staff to inform the Study.

Notwithstanding the content within this RFP, the Consultant may elect to propose an approach that differs from the Contracting Entity's outlined process in this RFP if the Consultant feels, and the Contracting Entity agrees, that an adjusted approach would more effectively meet the Contracting Entity's goals.

Throughout the Study, the Consultant is expected to provide documents, presentations, or other information that demonstrate work progress and recommendations for the Study. The Consultant team will present and discuss concepts, best practices, and cost-benefit information with City staff and various audiences at strategic points throughout the Study. The Consultant will develop multiple drafts for review by City staff and make multiple presentations as directed by City staff.

B. CITY STAFF SUPPORT AND CAPABILITIES

The Oklahoma City Planning and Public Works Departments will work in close partnership with the Consultant and will dedicate professional staff and resources to the Study. The Planning Department's Project Team will consist of a Project Manager(s), senior planning staff and specialized support staff to contribute as needed for different tasks and phases of the Study. Planning Department staff can serve as advisors, analysts, technicians, and administrative support for the Study.

Additionally, the Association of Central Oklahoma Governments is willing and able to provide information from the regional transportation model. Available information includes at least:

- Average trip lengths per traffic analysis zone
- Trips from each zone to every other zone
- Average trip times

C. REFERENCE DOCUMENTS

Electronic versions of reference documents are available at this link:

www.okc.gov/departments/planning/current-projects/streets-development-fees

D. PROJECT DELIVERABLES FOR STREETS DEVELOPMENT AREA 2023 STUDY

1. Work Plan. Prepare an approach and schedule for organizing and completing the development of the Study with interim project milestones for each aspect of the analysis and recommendations, and include a proposed final completion date for delivery of the Study.
2. Progress Review. Periodic submissions in PDF and/or MS Word of work product for City review and comment throughout the duration of the Study, including table of contents, general layout, and items for appendices.
3. One or more working drafts of the Study.
4. Multiple presentation of the final draft Study through meetings with City Leadership and key partners for implementation, at Council Briefings, and at meetings of various partner boards, and the City of Oklahoma City Planning Commission, Traffic and Transportation Commission and City Council.
5. Print-quality final report in PDF format for the City's final acceptance.

V. SUBCONTRACTORS:

The Consultant may utilize subcontractors. The use of subcontractors will not relieve the Proposer of primary responsibility. The proposed prices must include the full price, including work that will be done by subcontractors. The Contracting Entity will pay only the CONSULTANT/SERVICE PROVIDER that was awarded the contract. The contracted CONSULTANT/SERVICE PROVIDER must pay any subcontractors.

VI. SUBMITTAL REQUIREMENTS:

A. LETTER OF SUBMITTAL:

A cover letter introducing the company, describing the ownership, including the Proposer's complete address, phone number, fax number, e-mail address and signed by an authorized agent.

B. COMPANY HISTORY AND TRACK RECORD:

Provide detailed information regarding the history of the company and its track record in the industry.

C. PROJECT TEAM MEMBERS:

Describe the project team who will be managing the Contracting Entity's account with complete contact information, titles, resumes, and office locations. Give a description of past performance and references on similar services to include names and roles of persons involved on previous projects as well as project fees. Provide an estimate of the hours to be spent on the Study for each person to be involved, and tie those estimates to the work plan and milestone payments.

D. CUSTOMER REFERENCES:

Provide detailed customer references, including government agencies using the company's services for similar projects. A minimum of three references from current customers should be submitted.

E. SOLUTIONS AND SERVICES:

1. Describe the type of consulting services provided by your company and its key areas of expertise;
2. Describe your company's capability to dedicate the appropriate time and resources to this Study;
3. Describe the qualifications and competencies your company has in the realm of analyzing development impacts and cost recouperation methods – specifically as related to the transportation impacts outlined in this RFP, and
4. Proposers are also encouraged to submit alternatives to the Contracting Entity's request that may bring efficiencies, cost savings, and deliver better services.

F. APPROACH

Describe in detail your recommended approach to meet the City objectives.

G. COST AND TIMELINE:

Provide:

1. A statement of billable fees for the services for each member of the proposer's team itemized by task; an estimate of reimbursable expenses; and a not to exceed total for all fees and expenses; and

2. Timelines to perform each task or service and to complete all tasks and services.

H. FORMS AND OTHER DOCUMENTS:

The electronic bidding system will require that the Proposer acknowledges that Proposer reviewed the General Instructions and Open Records Act requirements document by entering your electronic signature. The Non-Discrimination Statement, Non-Collusion Affidavit and Vendor Registration Form will be completed prior to contract award.

VII. SELECTION PROCESS:

A. PROPOSAL EVALUATION PROCESS: Each proposal will be independently evaluated by a selection committee. The selection committee is comprised of members from user departments, as well as a Finance Director and City Manager designee. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the proposers. The selection committee will report the results of its evaluations and make its recommendation to the Contracting Entity's governing body (if required). The Contracting Entity will approve the recommended proposer, a different proposer, or may decline to enter into negotiations or contract with any proposer.

B. SELECTION CRITERIA: Proposals shall be limited to 30, 8.5" x 11" pages. Work samples are excluded from page size and page number limitations. The proposal must be organized in a manner that conveys the Proposer's ability to undertake the required services. The Contracting Entity reserves the right to thoroughly investigate the experience and record of the Proposer. Failure to submit detailed information from each section outlined below may result in the proposal being rejected. Selection will be based on the following:

1. Experience and Professional Qualifications
2. Project Understanding, Approach, Work Plan, and Schedule
3. Record of Past Performance
4. Compensation and Milestone payments tied to the Work Plan

VIII. ADDITIONAL REQUIREMENTS AND INFORMATION:

A. ADDENDA AND INTERPRETATIONS: If it becomes necessary to revise any part of this RFP, an addendum will be issued through the electronic bidding system.

The Contracting Entity is not bound by any oral representation, clarifications, or changes unless the same is provided to proposers in written addendum form from the Procurement Services Division.

B. ALTERING PROPOSALS: Proposals cannot be altered or amended after the submission deadline; however the selection committee may request a clarification or additional information from any, some, or all proposers.

C. CLARIFICATION: The Contracting Entity reserves the right to request clarification of information submitted and to request additional information from any or all the proposers.

D. PROPOSAL TIMELINE:

Note: Beyond the Proposal due date, all dates are tentative and subject to change.

Event	Date
RFP available	Wednesday, May 24, 2023
Technical questions due by noon Central Time	Wednesday June 7, 2023
Proposals due to the City Clerk's Office by 4:00:00 p.m. Central Time	Wednesday June 21, 2023
<u>Day for Web-based Interviews</u>	<u>TBD</u>
Finalization of Contract Terms	Estimated August 2023
Contract Approval	Estimated September 2023

The Proposer must be willing and able to sign the Professional Services Agreement as provided in the Reference Documents link in this packet.

IX. EXCEPTIONS/DEVIATIONS:

Any exceptions to the terms and conditions, procedures, scope, type, and frequency of services and specifications, to those listed above, and any deviations shall be clearly spelled out in track change on the proposal in writing, attached, and made a part of the Proposer's Proposal. Failure to do so shall be construed to mean that the Proposer proposes to provide the services exactly as described, and in full compliance with all terms and conditions of the RFP and the attached Professional Services Agreement. Any exceptions or requests for deviations must include an explanation supporting the alternate language.

X. SUBMITTAL INFORMATION INSTRUCTIONS:**COMPILE YOUR PROPOSAL DOCUMENTS IN THE FOLLOWING ORDER:**

- *First*, electronically complete or acknowledge required forms in the electronic bidding system;
- *Second*, your Cover Letter (a simple letter of submittal, typically sent by proposers);
- *Third*, attach a copy of any exceptions made to the requirements of this RFP;
- *Fourth*, attach the following request for proposals information requirements, as outlined above in **Section VI: SUBMITTAL REQUIREMENTS**:
 1. Company History and Track Record;
 2. Project Team Members;
 3. References;
 4. Solutions and Services;
 5. Approach;
 6. Cost and Timeline; and
 7. Forms and Other Documents.
- *Finally*, The City of Oklahoma City will receive electronic proposals until **4:00:00 p.m. on Wednesday June 21, 2023**. Responses can be uploaded into the electronic bidding system in one file or in different files clearly labeling what is contained in each electronic file. Please do not submit ZIP files.

Published in *The Journal Record* on May 24, 2023**NOTICE TO PROPOSERS**

Notice is hereby given that **The City of Oklahoma City** will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the **21st day of June, 2023**, for the following:

REQUEST FOR PROPOSALS (RFP-OCITY-142)
STREETS DEVELOPMENT FEES TECHNICAL STUDY AND DOCUMENTATION

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept proposals electronically. You are invited to submit a proposal electronically through the Periscope system to supply the professional services, products, and/or systems specified in the electronic proposal packet. The Contracting Entity does not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic proposal. The Contracting Entity recommends potential Proposers register and become familiar with the Periscope electronic proposal process in advance of submitting a proposal. There is no charge to the Proposer for registering or submitting an electronic proposal to the Contracting Entity through Periscope. Instructions on how to get registered to propose through Periscope can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer's reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313, if applicable, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.

Question and Answers for Bid #RFP-OCITY-142 - Street Development Fees Technical Study and Documentation

Overall Bid Questions

There are no questions associated with this bid.