

# Request for Proposal

## TAC 1033B

**Professional Services for:** Performance Evaluation and Consulting Services for Municipal Employees; Retirement Plan

**Department:** Human Resources (For Municipal Employees' Retirement Plan)

**NIGP Commodity Code(s):** 946-56 Investment Management Svcs; 946-72 Retirement Planning Svcs; 918-32 Consulting Svcs

### RFP Schedule

EVENT	DATE
RFP Issue Date	03/25/2025
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	04/14/2025 <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>	04/23/2025

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

Donny Tiemann | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

*All questions should be emailed with **RFP TAC 1033B** 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 is soliciting proposals to secure professional services for investment performance consulting in connection with our defined benefit pension plan. The consultant’s task will be to assist the Board of Trustees of the Municipal Employees’ Retirement Plan (“Board”) for the City of Tulsa, Oklahoma (“City”) in developing and carrying out investment policies designed to ensure assets are available to meet current and future benefit obligations.

You are invited to submit a proposal to the Board, in accordance with the terms, conditions, and instructions as set forth in this RFP. No commissions or brokerage fees will be paid by the Board in the selection or employment of a consultant.

We enthusiastically look forward to receiving Your proposal.

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**II. BACKGROUND:**

1. City has by ordinance established and authorized “The Municipal Employees’ Retirement Plan” (“MERP”) and a trust fund, identified as “the Employee Retirement Fund” (“Fund”). The Board is charged with the investment of approximately \$650 million in pension assets held in the Fund. The Fund services approximately 2,600 active participants and 2,200 retirees and beneficiaries.
2. The Board is made up of seven (7) members appointed by the Mayor and meets monthly. The MERP has a staff of four from the City of Tulsa’s Human Resources Department.
3. The strategic asset allocation as of November 6, 2024 is as follows:

	<u>Lower</u> <u>Limit</u>	<b>Strategic</b> <b>Allocation</b>	<u>Upper</u> <u>Limit</u>
Domestic Equities	32%	<b>37.5%</b>	43%
International Equities	20%	<b>24%</b>	28%
Private Equity	0%	<b>0%</b>	10%
Fixed Income	16%	<b>20%</b>	24%
Real Estate	9%	<b>12%</b>	15%
Timber	0%	<b>2.5%</b>	6%
Commodities	0%	<b>3%</b>	4%
Cash Equivalentents	0%	<b>1%</b>	10%

4. The actuarial report as of January 1, 2024, showed that the MERP is 68.8% funded, based on an assumed interest rate of 6.75%.
5. The fund currently uses thirteen investment managers.

**III. TIMELINE:**

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

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	03/21/2025
Deadline for Questions	04/14/2025
<b>PROPOSAL DUE DATE</b>	04/23/2025
Begin proposal evaluations	04/25/2025
Interviews with Respondents (anticipated)	05/05/2025
Negotiations with apparent successful Respondent begin (anticipated)	05/22/2025
Execute contract (anticipated)	06/25/2025
Begin service delivery (anticipated)	07/01/2025

**IV. SCOPE OF WORK:**

1. Investment Objective and Policy Statements- The Respondent awarded the contract (“Consultant”) shall review the Investment Policy Guidelines and Objectives Statement for the MERP (“Investment Policy”). The Investment Policy details the priorities, investment alternatives and acceptable asset classes while providing specifications for investment quality, liquidity and risk. Time horizons and any minimum performance objectives should also be reviewed. The Consultant will conduct an annual review of the Investment Policy and recommend relevant changes.
2. Asset/Liability Study- The Consultant shall conduct a full asset liability study in 2025 that integrates the current actuarial valuation with alternative asset mixes. The evaluation will relate the requirements of the fund (cash flows, contributions and disbursements based on annual actuarial valuation and assumptions) to the asset allocation and investment manager selection decisions. Future asset liability studies anticipated in 5-year intervals.
3. Portfolio Construction/ Asset Allocation Updates- Consultant shall annually review the fund’s asset mix, based upon agreed investment objectives and policy statements, and make recommendations on an appropriate range of mixes for the fund. Factors that shall be considered are cash flow forecasts, estimates of asset class investment returns and inflation, potential changes in actuarial assumptions, risk, and comparisons to similar pension funds.

4. Investment Manager/Custodial Services and other related Searches and Selections - The Consultant shall after expression by the Board of the need to initiate the search and selection process, develop and recommend suitable criteria to be utilized in selection of an investment manager. The criteria will include organizational and investment approach characteristics plus determination of type of manager needed (i.e. Equity Specialist, Balanced Manager, etc.). Consultant shall conduct the initial screening process, including individual interviews. Consultant will present three to six finalists to the Board. Consultant will provide comprehensive and qualitative evaluation assistance in the final selection process.
5. Private Equity Manager Searches/ Selections and Pacing Analysis- The Consultant shall conduct an initial screening process of private equity investment opportunities and conduct individual private equity manager interviews with the goal of investing at a pace of two to three funds per year. Consultant shall recommend to the Board private equity managers and provide comprehensive and qualitative evaluations of such managers, with each fund *and/or investment* subject to final Board approval. Consultant shall perform strategic planning with Staff and Board input *regarding, among other things, funds and related investment strategies reflective of the City's past, present and future liquidity needs, risk appetite and overall investment portfolio.* Consultant shall conduct an annual commitment pacing analysis and plan.
6. Training and Development - The Consultant shall conduct annually, usually at the February meeting, a full day training session for all Board members. The training session will be conducted in Tulsa and at the Consultant's expense. Consultant will offer training of current investment terms and methodologies to ensure familiarity with industry standards and best practices. Consultant will supply Board members with supplementary investment information materials on a selective basis. Consultant will keep the board abreast of important economic and financial developments, including any financial and/or fiduciary impact to the Plan.
7. Performance Evaluation and Reporting - Consultant shall provide in-depth investment monitoring service, which includes quarterly consulting visits focusing on such topics as defining performance. The Consultant shall provide written quarterly investment reports including, but not limited to, an analysis of investment by manager and asset class/subclass, identifying performance for quarter, year, three and five-year periods, with any attributing factors regarding investment performance. The Consultant shall also provide a narrative report detailing conclusions and any actions necessary to address any problems or developments. The reports will compare the investment performance of the MERP with a universe of public funds of comparable size with similar investment objectives and restrictions and to appropriate national indices. Special reports may be required from time to time regarding events or developments that could or did materially affect the fund.

Monthly Report - Consultant will provide a monthly report on performance of the individual managers and the total MERP, including relevant market

benchmarks. This report will be prepared within three days of the receipt of data from the custodian.

8. Meetings - The Consultant shall attend quarterly investment meetings of the Board and any special meeting as may be requested by the Board and present required or relevant reports and information. Consultant shall personally present the quarterly investment reports to the Board.
9. Tax Exempt Fund Demographics - The Consultant shall annually provide the Board with information on the structure and characteristics of other tax-exempt funds and of each manager in achieving the objectives of the policies and guidelines.
10. Investment Product Research - The Consultant shall research and screen new investment vehicles as they are introduced into the marketplace and advise the Board of the viability of any new products other than non-traditional asset categories. Specific recommendations shall be made as to the value these could provide to the MERP.

## V. DELIVERABLES:

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

- 1) Annually:
  - a. Asset Allocation Update
  - b. Annual Board of Education Materials
  - c. Investment Policy Statement Review
  - d. Investment Manager Fee Review
  - e. Private Equity Pacing Analysis
  - f. 12 Month Work Plan
- 2) Quarterly:
  - a. Quarterly Performance Review
  - b. Quarterly Rebalancing and Evaluation of Cash Flow Needs
- 3) Monthly:
  - a. Monthly Performance Flash Report
  - b. Monitoring of Investment Managers
  - c. Private Equity Manager Selection (2-3 funds per year)
- 4) As Needed:
  - a. Investment Manager Searches
  - b. Research and Support
  - c. Research Papers and Publications
  - d. Opportunities for additional education/ conferences

## VI. TIME FRAME FOR REVIEW

All terms and conditions within the proposal must remain in effect until at least **July 23, 2025**, to allow for sufficient review, negotiation, and approval by the Board

## VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A. Proposals must be received by **5:00 p.m. on Wednesday, April 23, 2025, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "**RFP TAC 1033B, Professional Services for Performance Evaluation and Consulting Services for Municipal Employees' Retirement Plan**".  
**Proposals received late will be returned unopened.**
- B. Interested Respondents should submit:  
One (1) unbound original and three (4) bound copies of the proposal plus one (1) digital copy (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 **Monday, April 14, 2025**.

**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. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.
- G. 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. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS**

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

- A. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- B. A description of previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- C. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- D. Provide copies of any standard agreements you will expect the Board to sign without modification. If you have standard agreements, you will expect the Board to sign, but which are negotiable, provide copies of those agreements with the non-negotiable provisions highlighted. The Board's objective is early identification of provisions to which it will not be able to agree. This request is not meant to imply that a standard Board agreement will not be used, or that Respondent's standard agreement will be used.
- E. Include as an addendum item a sample of your firm's standard reports. How soon are quarterly reports available after the end of each quarter?
- F. Provide your annual fee schedule for 2025, 2026, 2027, 2028, and 2029 on the Pricing Page. Describe all direct or indirect fees, commissions or other remuneration for services. Note: No fees will be reimbursed for travel and out-of-pocket expenses.

- G. Answer items on the Questionnaire.
- H. Complete the Respondent’s Information Sheet.
- I. Complete the Interest Affidavit.
- J. Provide the latest Financial Report of your firm upon request.

**IX. EVALUATION OF PROPOSALS:**

A committee appointed by the Board will evaluate all proposals. Final selection shall be the sole determination of the Board, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the MERP. The Board reserves the right to reject all proposals, or to negotiate separately with competing proposers. Finalists may be asked to make oral presentations to the Board or the selection committee of the Board. The consultant servicing the account will need to be present for the interview. The approval of the selected Respondent will be subject to the final determination of the Board and will be contingent on the successful completion of a contract between the Board and the selected Respondent and the approval of the Mayor of the City of Tulsa.

The Board is not liable for any cost incurred by proposers prior to the execution of a contract.

All Bids will be evaluated using the following criteria:

<b>Category</b>	<b>Total Points</b>
<i>Portfolio Performance, Allocation, Objectives, &amp; Reporting</i>	20
<i>Asset Allocation/ Liability Study &amp; Investment Policy Update Methodology</i>	20
<i>Investment Manager Selection Methodology</i>	20
<i>Organization, Qualifications, &amp; Experience</i>	15
<i>Training &amp; Development</i>	10
<i>Consulting Fees, Independence, &amp; Soft Dollar Arrangements</i>	15
<b>Total Points Possible</b>	<b>100</b>

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



**X. MISCELLANEOUS**

- A. The Board 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 Board 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 Board and the City of Tulsa.
- C. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- D. The Board and City notify 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.
- E. 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).
- F. The use of the City of Tulsa’s or Board’s name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
- G. Although it is the Board’s intent to choose only the most qualified Respondents, the Board reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the Board, one or more respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- H. The City or Board assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- I. This RFP does not commit the Board to pay any costs incurred in making necessary studies and designs in preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview in any way in providing additional information as part of the response to this Request for Proposal are solely the responsibility of the Respondent. The Board is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the Board.
- J. The City and Board 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 and Board shall not be under any obligation to return any materials submitted in response to this RFP request.

- K. The City and Board 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 and Board's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- L. The Board also notifies all Respondents that the Board 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 Board's Objectives.
- M. **Payment.** Invoices should be e-mailed to the Municipal Employees' Retirement Plan at: [retirement@cityoftulsa.org](mailto:retirement@cityoftulsa.org). Payment will be made as soon as administratively feasible after the next regularly scheduled MERP Board meeting date after receipt of a properly submitted invoice or the Board's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Services performed.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENIONALLY LEFT BLANK**

## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:** \_\_\_\_\_

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

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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: Click or tap here to enter text.

## 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: \$ \_\_\_\_\_

<b>5-YEAR TOTAL</b>	<b>\$ _____</b>
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By signing here, I affirm that these prices are my formal offer and agree to the inclusion of the Board of Trustees of the Municipal Employees' Retirement Plan for the City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the Board.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

# AFFIDAVIT

## NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: \_\_\_\_\_

**Signature**

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**

### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal and will become a part of any resulting contract.

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

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**Sign Here ►** \_\_\_\_\_

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

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

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

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## APPENDIX A – Board General Contract Terms

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It is anticipated that the Board 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 Board, with four (4) one-year renewals available at the option of the Board. Contracts entered into by the Board 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. In the event Board does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by Board.
2. **No Indemnification or Arbitration by Board.** 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 and Board 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 and Board for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. Board reserves the right to pursue all legal and equitable remedies to which it may be entitled. Board 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 Board 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 and Board 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 and Board 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 and Board are 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 or Board’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 Board 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 Board 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 Board'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 Board 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 (To Include Requirements as listed on page 3-8)	
Respondent Information Sheet <b>(required form)</b>	
Price Sheet Summary <b>(required form)</b>	
Affidavit (Non-Collusion, Interest & Claimant) <b>(required form)</b>	
Acknowledgement of Receipt of Addenda <b>(required form)</b>	
Additional Information (Optional)	

**Please Return Entire RFP Packet**

**PACKING LABEL**

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

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

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

Tulsa, OK, 74103

**Respondent Submission For:**

RFP TAC 1033B

RFP DESCRIPTION: Performance Evaluation and Consulting Services for  
Municipal Employees; Retirement Plan

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.