

AGENDA
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA
REGULAR MEETING
WEDNESDAY, MAY 16, 2018 AT 12:00 NOON
THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY
CONFERENCE ROOM
105 NORTH HUDSON, SUITE 101
OKLAHOMA CITY, OK

1. Call to Order
- 2.* Approve Minutes of the March 12, 2018 Special Port Authority Meeting
- 3.* Accept Financial Reports
4. Consultant Report – Matthew Weaver
- 5.* The Port Authority approves the Amendment 1 of the Professions Services Agreement with Matthew Weaver
- 6.* Request for Proposals to be advertised, Professional Consulting Services to develop a Foreign Trade Zone Project Marketing and Business Development Plan
- 7.* Ratify and Approve Payment of Claims and Invoices
8. Receive Comments from Members, Staff and Citizens
9. Schedule of Next Meeting – Wednesday, July 18, 2018
- 10.* Adjournment

*Action Required

MINUTES
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA
SPECIAL MEETING
WEDNESDAY, JANUARY 10, 2018 - 11:00 A.M.
THE ALLIANCE CONFERENCE ROOM
OKLAHOMA CITY, OK

Board Members in Attendance: Barry Murphy, Chairman, Richard Tanenbaum, Chuck Mills, Erika Lucas and Dustin Anderson

Board Members, Absent: none

Others Present: Susan Barrett, Finance OKC; Hailey Rawson, Municipal Counselor's Office OKC, Lori Johnson, Anglin PR Firm, Catherine O'Connor, Nicolle Goodman and Pam Lunnon, The Alliance for Economic Development of OKC

1. Call to Order at 12:02 p.m.
- 2.* Approve Minutes of January 10, 2018 Special Port Authority Meeting

APPROVED. Moved by Richard Tanenbaum; seconded by Erika Lucas; Ayes: Tanenbaum, Anderson, Mills, Lucas and Murphy

- 3.* Accept Financial Reports

Presentation made by Susan Barrett, City of Oklahoma on Financial Reports dated February 18, 2018.

ACCEPTED. Moved by Chuck Mills; seconded by Erika Lucas; Ayes: Tanenbaum, Anderson, Mills, Lucas and Murphy

4. Consultant Report – Matthew Weaver
(attached)
- 5.* Discuss and Consider Approval of Website Layout

Presentation made by Lori Johnson, Anglin PR Firm. Mr. Anderson suggested adding another drop-down tab for the calculator in the resource section along with the FAQ drop-down, this will make it flow better. Motion will include change.

APPROVED. Moved by Erika Lucas; seconded by Richard Tanenbaum; Ayes: Tanenbaum, Anderson, Mills, Lucas and Murphy

- 6.* Discuss and Consider Approval of Website Content

Presentation made by Lori Johnson, Anglin PR Firm. Motion will include change.

APPROVED. Moved by Erika Lucas; seconded by Chuck Mills; Ayes: Tanenbaum, Anderson, Mills, Lucas and Murphy

- 7.* Ratify and Approve Payment of Claims and Invoices. Matthew Weaver, FTZ Marketing Director's time 01/01/18 to 01/30/18 and 02/1/18 to 02/28/18 and NAFTAZ Invoice; total \$4,800.00

APPROVED. Moved by Erika Lucas; seconded by Chuck Mills; Ayes: Tanenbaum, Anderson, Mills, Lucas and Murphy

8. Receive Comments from Members, Staff and Citizens

Discussion: The administrative side of marketing has been discussed about how the Authority as a group could better manage this and get more leads and companies interested in this program. Research has been done on sending out a Request for Proposal/Services for a Sales and Marketing Position. A list of services that would be required have been developed and sent, so we will now see if we will receive any responses. This is just for the board's notification and discussion purposes only. This will be discussed/reviewed at our next board meeting in May. Two suggestions to be looked at are: a) commission compensation structure and b) outline expectations or specific scope of work.

9. Schedule of Next Meeting – Wednesday, May 16, 2018

- 10.* ADJOURNMENT – 12:40 p.m.

Moved by Chuck Mills; seconded by Erika Lucas; Ayes: Tanenbaum, Anderson, Mills, Lucas and Murphy

*Action Required

Foreign Trade Zone #106 Marketing Activity Report & Invoice

January 1st, 2018 – January 30th, 2018

Matthew S. Weaver

Date: January 2018

Activities:

- General administrative and marketing activities: i.e., USCBP; Greater Oklahoma City Chamber of Commerce inquiries; meetings with the Shawnee Economic Development Foundation about prospects and setting-up a business lunch presentation; Oklahoma Department of Commerce inquiries; Oklahoma City Economic Round Table's 1/3/2018 presentation; interview with The Journal Record concerning CPN's Iron Horse site, published on Feb. 1st, as well as working with CPN on marketing materials for an advertising/branding campaign; extensive meeting with OCU's Dr. Carol Howard about a university prospect, as well as how to collaborate on the marketing of the Zone and FTZ benefits with OCU's expanded international business program; attended the Governor's International Team meeting and reception; preparation/presentation/participation with the FTZ Board Meeting; OGE; other networking opportunities; phone calls; report preparations; emails; etc.
- Gabriels, Chickasha, Oklahoma: Plant Manager Dave Grider is currently working with KPMG and his senior management team on doing its due diligence. KPMG believes from the preliminary numbers that Gabriels pursuing application is recommended. Conversations this first week of February with Dave is showing that he believes that to be the case. The discussion is now headed to include the 6 other distribution centers in the U.S
- Century Uniform, Oklahoma City: A conference call, and multiple emails with Debbie Lumry and KPMG, has indications that senior management is preparing to make a decision about going forward with application - we shall see.
- Citizen Potawatomi Nation, Shawnee, Oklahoma: I was interviewed by The Journal Record concerning CPN's Iron Horse site, which was published on Feb. 1st. I also worked with CPN on marketing materials, and networking groups, for an advertising/branding campaign for site selectors and associated industry publications. Also, tried to address CPN's concerns about FTZ #106's website issues.
- Eastman Kodak, Weatherford, Oklahoma: Finished-up work with Miller & Co., the City of Okc legal department, and Kodak on the application and transmittal letter, and it has now been submitted - the FTZB should have its response in February. I am still waiting on Legal for the Operators Agreement for Kodak, as well as the revised Agreement for VF Jeanswear.
- **Total Hours worked:** 40 hours x \$50/hr = \$2000

Foreign Trade Zone #106 Marketing Activity Report & Invoice

February 1st, 2018 – February 28th, 2018

Matthew S. Weaver

Date: February 2018

Activities:

- General administrative and marketing activities: i.e., USCBP; Greater Oklahoma City Chamber of Commerce inquiries; Oklahoma Department of Commerce inquiries; OGE initiatives; other networking opportunities; phone calls; report preparations; emails; etc.
- Gabriels, Chickasha, Oklahoma: There has been a significant leadership change through out the organization, and the hand-off of their FTZ pursuit efforts will take a bit of time - the last conversation I had with the plant manager is that this change-up should not effect them moving forward. I've also been in contact with the other two organizations I'm working this relationship with, Chickasha ED Council and the Delaware Nation
- Delaware Nation, Chickasha, Oklahoma: A long-ranging meeting with Jerry Kennedy, Pres. & CEO of DNEDA, and a confidential ED consultant concerning the Tribe's economic development strategy. I am still under a NDA with DNEDA.
- Citizen Potawatomi Nation, Shawnee, Oklahoma: I participated in a conference call with Jim Collard, CPN's ED Director, and a solar industry consultant, Tracy Hill, about clients of her's looking at tribal and FTZ incentives. Also, there continues to be issues/concerns by CPN about FTZ #106's website maintenance of site links to Iron Horse. An article covering Iron Horse concerning its FTZ Magnate Site designation, and an interview with me, was published in The Journal Record on Feb. 1st.
- **Total Hours worked:** 31 hours x \$50/hr = \$1550

PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA

A Discrete Component Unit of
Oklahoma City, Oklahoma

Board of Directors

Barry Murphy, Chairman

Chuck Mills, Vice-Chairman
Richard Tanenbaum, Secretary
Erica Lucas
Dustin Anderson

Management

James D. Couch, General Manager

Financial Report for the Ten Months Ended April 30, 2018

Prepared by The Oklahoma City Finance Department, Accounting Services Division
Laura L. Papas, Controller

PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA

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For the Ten Months Ended April 30, 2018

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MEMORANDUM

The City of OKLAHOMA CITY

TO: Port Authority Board of Directors

FROM: Accounting Services Division

DATE: May 9, 2018

SUBJECT: Port Authority of the Greater Oklahoma City Area (Port Authority) Financial Schedules for the Ten Months Ended April 30, 2018 and 2017.

The financial schedules presented on the following pages include the schedule of cash receipts and disbursements and the supplemental listing of checks issued for the ten months ended April 30, 2018 and 2017.

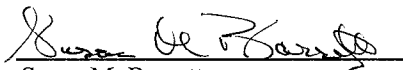
Current year-to-date receipts are \$12,000.00 as compared to the prior year receipts of \$16,000.00. The decrease is due to \$4,000.00 received in the prior year from Biagi for warehouse operator fees that was later returned.

Current year-to-date disbursements totaled \$19,731.60. This compares to prior year-to-date disbursements of \$16,650.00 for an increase of \$3,081.60 due to an increase in consulting fees of \$850.00, marketing fees of \$2,911.76 and check order fees of \$169.84, offset by one time printing of Federal Trade Zone (FTZ) brochures of \$850.00 in the prior year. The consulting contract is on an hourly basis for special projects. In both years, the Port Authority has used the service of the consultant on various projects including the Seminole, Lawton, Oklahoma City, and Woodward sub zones.

The financial schedules are prepared on the cash basis of accounting.


The financial schedules are unaudited and prepared for internal use only. The financial schedules are prepared by the City of Oklahoma City, Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions you may have pertaining to the financial schedules.

Prepared by:



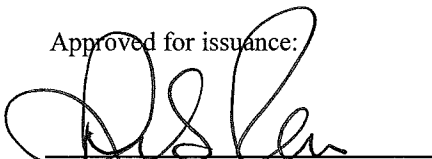
Susan M. Barrett
Municipal Accountant I

Reviewed by:



Christy D. Jameson, CPA
Accounting Manager

Approved for issuance:



Rebecca L. Rhodes, CPA
Assistant Controller

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
For the Ten Months Ended April 30, 2018 and 2017
(unaudited)

**PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA**

	<u>2018</u>	<u>2017</u>
<u>RECEIPTS</u>		
Annual fee - VF Jeanswear-----	\$12,000.00	\$12,000.00
Warehouse operator fees - Biagi Warehousing, Inc. -----	-	4,000.00
Total receipts -----	<u>12,000.00</u>	<u>16,000.00</u>
<u>DISBURSEMENTS</u>		
Checks issued for previous period-----	13,300.00	11,450.00
Checks issued for the two months ended April 30,		
Consultant fees - 1272 Matthew Weaver -----	-	1,500.00
Marketing - 1274 Anglin Public Relations -----	-	450.00
Membership Dues - 1275 NAFTAZ-----	-	1,250.00
Consultant fees and conference registration - 1277 Matthew Weaver -----	-	2,000.00
Consultant fees - 1293 Matthew Weaver-----	1,550.00	-
Consultant fees - 1294 Matthew Weaver-----	1,350.00	-
Check order-----	169.84	-
Marketing - 1295 Anglin Public Relations -----	3,361.76	-
Total checks issued for the two months ended April 30, -----	<u>6,431.60</u>	<u>5,200.00</u>
Total disbursements -----	<u>19,731.60</u>	<u>16,650.00</u>
Net increase (decrease) in cash -----	(7,731.60)	(650.00)
Beginning cash - July 1,-----	39,622.49	46,372.49
Ending cash - April 30, -----	<u><u>\$31,890.89</u></u>	<u><u>\$45,722.49</u></u>

See accompanying notes to financial statements.

SUPPLEMENTAL LISTING OF CHECKS ISSUED
FISCAL YEAR 2018
For the Ten Months Ended April 30, 2018
(unaudited)

PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA

Previously Reported

1283 Matthew Weaver-----	\$1,500.00
1284 Matthew Weaver-----	1,250.00
1285 Matthew Weaver-----	1,100.00
1286 Matthew Weaver-----	1,350.00
1287 Matthew Weaver-----	1,500.00
1288 Matthew Weaver-----	1,550.00
1289 Matthew Weaver-----	1,800.00
1290 Matthew Weaver-VOID-----	-
1291 Matthew Weaver-----	2,000.00
1292 NAFTAZ-----	1,250.00
Total-----	<u><u>13,300.00</u></u>

Currently Reported

1293 Matthew Weaver-----	1,550.00
1294 Matthew Weaver-----	1,350.00
Check order-----	169.84
1295 Anglin Public Relations-----	3,361.76
	<u><u>6,431.60</u></u>
Total-----	<u><u>\$19,731.60</u></u>

SUPPLEMENTAL LISTING OF CHECKS ISSUED
FISCAL YEAR 2017
For the Ten Months Ended April 30, 2017
(unaudited)

PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA

Previously Reported

1262 Matthew Weaver -----	\$1,400.00
1263 Matthew Weaver -VOID-----	-
1264 Matthew Weaver -----	1,150.00
1265 Matthew Weaver-----	1,350.00
1266 Matthew Weaver-----	1,050.00
1267 Matthew Weaver-----	1,500.00
1268 Matthew Weaver-----	1,350.00
1269 Anglin Public Relations-----	850.00
1270 Matthew Weaver-----	1,350.00
1271 Matthew Weaver-----	1,450.00
Total-----	<u>11,450.00</u>

Currently Reported

1272 Matthew Weaver-----	1,500.00
1273 Anglin Pulbic Relations - VOID-----	-
1274 Anglin Public Relations-----	450.00
1275 NAFTZ-----	1,250.00
1276 VOID-----	-
1277 Matthew Weaver-----	2,000.00
Total-----	<u>5,200.00</u>

Total-----	<u><u>\$16,650.00</u></u>
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I. RELATION TO THE CITY OF OKLAHOMA CITY

The Port Authority of the Greater Oklahoma City Area, (Port Authority), was created by the City of Oklahoma City (City), pursuant to Title 82, Oklahoma Statutes, Sections 1101-1104. The Port Authority was established on October 30, 1962. The Port Authority was granted Foreign Trade Zone #106, (the Zone) on September 14, 1984. The Foreign Trade Zone provides for the physical plant and operation of general warehousing facilities to companies for manufacturing or manipulation, duty free.

The Port Authority is governed by a Board of Directors consisting of five members appointed by the Mayor with the advice and consent of the City Council. The Directors serve a term of four years.

Method of Reporting in the City's Comprehensive Annual Financial Report (CAFR)

The Port Authority is included in the City's financial reporting entity. The Port Authority is a discretely presented component unit of the City. The City's CAFR can be obtained from the City of Oklahoma City, Finance Department, 100 N. Walker, Ste. 300, Oklahoma City, OK 73102.

II. BASIS OF ACCOUNTING

The attached schedule of cash receipts and disbursements is presented on the cash basis of accounting. Receipts are recorded when cash is received, and disbursements are recorded when paid.

III. OPERATOR'S AGREEMENT

The Port Authority selected Biagi Warehousing, Inc. to act as the operator of the general purpose warehouse. Biagi Warehousing, Inc. is responsible for all warehousing and warehouse-related activities; maintenance of the warehouse; marketing and promotion of the Zone; developing the general purpose warehouse; and assisting and cooperating with the Port Authority on any audit, report, inventory, or other documentation of activities in the Zone. The Port Authority receives a fee of \$4,000.00 from Biagi annually, payable in February of each year for the operation of warehousing space. Biagi lost its status as a foreign trade zone in February, 2017 and the annual remittance received in February was returned.

IV. CONSULTING SERVICES CONTRACT

The Port Authority entered into a contractual agreement for professional services with a consultant to provide marketing and development services, assist in the administration of the Zone, and to advise the management and the Board. The consultant is required to prepare a written and oral report of scope of work and services performed at each Board meeting. Among other requirements of the consultant are the preparation and filings of documents to the U.S. Customs Services, the Foreign Trade Zone Board and any other government agency with jurisdiction. The Board has agreed to work with the consultant on an hourly basis on special projects.

V. SUB ZONES

The Port Authority receives additional fees for the establishment and maintenance of sub zones. Sub zones are adjuncts to the general purpose zone and are single user private sites, usually at manufacturing facilities. The amount of the fees will vary according to the number of sub zones that are active. There is a current sub zone, VF Jeanswear. The VF Jeanswear application fee was \$12,000.00. The City of Seminole completed an application unit based trade zone for VF Jeanswear. The initial fee for the Seminole contract was \$5,000.00. The City of Enid has qualified as a sub zone and has paid a fee but has no active zones at this time. The Citizen Potawatomi Nation Iron Horse Industrial Park sub zone fee of \$1,600.00 was activated in February, 2014 and the application fee for Citizen Potawatomi Nation Iron Horse Industrial Park was received in April, 2014 in the amount of \$2,000.00. The application fee of \$5,000.00 was received in May, 2017 for Eastman Kodak Company for the production notification application for Foreign-Trade Subzone #106 in Weatherford, OK.

VI. RECEIPTS

Receipts include sub zone fees, activation and deactivation fees. Activation fees are applied with the application for a sub zone. Deactivation fees are for voluntary discontinuation of the activation of an entire zone or sub zone.

Foreign Trade Zone #106 Marketing Activity Report & Invoice
March 1st, 2018 – March 31st, 2018
Matthew S. Weaver

Date: March 2018

Activities:

- General administrative and marketing activities: i.e., USCBP; Greater Oklahoma City Chamber of Commerce inquiries; Oklahoma Department of Commerce inquiries; OGE initiatives; The Alliance and the new website; other networking opportunities; phone calls; report preparations; emails; etc.
- Climate Control Group, Oklahoma City: I facilitated two extensive business development strategy meetings concerned with their current global supply chain management practices for their local manufacturing companies (6), and potential future sourcing scenarios: one meeting with their Associate General Counsel Robbin Miranda; and the second being with CEO Rick Aldridge, and General Counsel James Murray III. I've agreed to a verbal NDA and will keep the Board apprised of any developments.
- Delaware Nation, Chickasha, Oklahoma: Continued discussions with their confidential ED consultant concerning the Tribe's economic development strategy. I am still under a NDA with DNEDA.
- Chickasha Economic Development Council: Inquiries and discussions with their CEO Christy Elkins concerning Gabriels, and new prospects for retention.
- Citizen Potawatomi Nation, Shawnee, Oklahoma: Consulted with one of their preferred vendors, that is heavily involved with overseas manufacturers, who is trying to help recruit them to Iron Horse. CPN's Courtney Palmer is helping to facilitate these discussions.
- **Total Hours worked:** 27 hours x \$50/hr = \$1350

Foreign Trade Zone #106 Marketing Activity Report & Invoice
April 1st, 2018 – April 30th, 2018
Matthew S. Weaver

Date: April 2018

Activities:

- General administrative and marketing activities: i.e., Annual Report to FTZB; USCBP meeting; prospecting conversations with FTZB; worked with Hawks Logistics on their FTZ presentation for a national inland Ports conference; meeting with FTZ #106 Board President; Greater Oklahoma City Chamber of Commerce inquiries; Oklahoma Department of Commerce inquiries; Chickasha E.D. Council; OGE initiatives; other networking opportunities; phone calls; report preparations; emails; etc.
- Kodak, Weatherford, Ok.: Finalized application paperwork with USCBP, FTZB, Kodak, and Milller & Co. regarding USCBP Letter of Concurrence – Kodak was approved on April 24th as FTZ #106's newest customer, which will be known as FTZ #106 Subzone F, not as a Usage-Driven Site, due to a variety of strategic reasons Kodak wishes to take advantage of in the future.
- Century Uniforms, Oklahoma City: Met with Debbie Lumry, whom now has elevated international business responsibilities, and she assured me that the FTZ discussion is alive and well – this summer there should be movement about their pursuit of FTZ designation.
- **Total Hours worked:** 30 hours x \$50/hr = \$1500

**AMENDMENT 1 OF
AGREEMENT FOR PROFESSIONAL SERVICES**

by and between

**PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA and
MATTHEW WEAVER**

This Amendment 1 of the Agreement for Professional Services (“Agreement”) by and between the **Port Authority of the Greater Oklahoma City Area** ("PORT AUTHORITY") and **Matthew Weaver** (“CONSULTANT”) to read as follows:

WITNESSETH:

WHEREAS, the Port Authority of the Greater Oklahoma City Area was established pursuant to Oklahoma City Ordinance No. 9960 in accordance with Oklahoma Statutes Title 82, section 1102 et seq., including but not limited to section 1106(7); and

WHEREAS, the Port Authority of the Greater City of Oklahoma City Area is authorized by 82 Oklahoma Statutes 2001, Sections 1101-1114 to establish, operate, and maintain foreign-trade zones; and

WHEREAS, the Port Authority of the Greater Oklahoma City Area is the grantee of Foreign-Trade Zone No. 106;

WHEREAS, it is the desire of PORT AUTHORITY to promote, foster, and develop economic development and growth in Oklahoma City and the Foreign Trade Zone #106; and

WHEREAS, the CONSULTANT is an independent contractor with specialized skills and training in the areas of marketing and foreign trade zones; and

WHEREAS, PORT AUTHORITY and CONSULTANT desire to renew this Agreement; and

NOW, THEREFORE, the CONSULTANT and the PORT AUTHORITY agree to the terms and consideration in this Agreement, which read as follows:

SECTION 18. EFFECTIVE DATE, AGREEMENT TERM, AND TIME

A. This Agreement shall be effective for the term stated in the title of this Agreement beginning retroactively on July 1, 2015. All Work and Services to be performed hereunder to be completed by the end of the term, except as otherwise specifically provided.

B. The Parties agree to a renewal period of six months to begin on July 1, 2018 and to end on December 31, 2018.

C. It is provided that this Agreement may be subsequently renewed subsequent to periodic review by the BOARD and upon mutual agreement of the parties.

D. Time shall be deemed to be of the essence of this Agreement.

FURTHERMORE, the Parties agree that except as specifically modified or amended by this Amendment 1, all other provisions of the Agreement for Professional Services, shall remain in full force and effect.

END OF TEXT

APPROVED by the Port Authority of the Greater Oklahoma City Area and signed by the

CHAIRPERSON and Secretary this ____ day of _____ 2018.

ATTEST:

Secretary

CHAIRPERSON

Port Authority for the City of Oklahoma City
Foreign-Trade Zone No. 106

Reviewed for form and legality.

Assistant Municipal Counselor

APPROVED by the CONSULTANT to the PORT AUTHORITY this ____ day of _____, 2018.

CONSULTANT

Matthew Weaver

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

SUBSCRIBED and SWORN to before me this ____ day of _____, 2018.

(SEAL)

Notary Public

My commission expires: _____ My commission number: _____

Professional Services Agreement

u:\port authority\agreements\consultant\Amendment - Consultant.doc

105 NORTH HUDSON AVENUE
SUITE 101

OKLAHOMA CITY, OK
73102

TELE:
405.604-6780
FAX:
405.232-8317

www.foreigntradezone106.org

Port Authority Agenda
Item No. 6
5/16/2018

OKLAHOMA CITY
Port Authority

TO: Board Members, Port Authority

FROM: Mark Kranenberg, Port Director



Request for Proposals to be advertised, Professional Consulting Services to develop a Foreign Trade Zone Project Marketing and Business Development Plan.

Background: The Oklahoma City Port Authority operates Foreign-Trade Zone #106 under the grant of authority from the United States Foreign-Trade Zone Board to promote economic development throughout the Greater Oklahoma City. As such, the Port is responsible for establishing and maintaining the zone project in the assigned FTZ 106 geographic area. This includes, but is not limited to, establishing and maintaining a zone (rate) schedule, creating and administering the FTZ agreements with operators, filing of annual reports with the FTZ Board, and marketing the zone to potential operators and users.

To support the growth and use of FTZ 106, the Port invites the submittal of written Requests for Proposals (RFPs) from qualified firms and/or independent contractors interested in providing consulting services and developing an FTZ Project Marketing and Business Development Plan. The desired outcome of this RFP will be a plan that evaluates the current FTZ project and makes detailed recommendations for how the Port can increase the number of FTZ 106 operators and users. The purpose of this plan is to provide the Port Authority Board with expert recommendations and a clear implementation plan for how to manage FTZ 106 marketing, outreach and business development efforts.

Recommendation: Request for Proposal be approved and the City Clerk be authorized to advertise for proposals.

Barry MURPHY
CHAIRMAN

CHUCK MILLS
VICE CHAIRMAN

ERIKA LUCAS
BOARD MEMBER

DUSTIN ANDERSON
BOARD MEMBER

RICHARD TANENBAUM
BOARD MEMBER

CATHY O'CONNOR
ZONE ADMINISTRATOR

MATTHEW WEAVER
DIRECTOR
MARKETING and BUSINESS
DEVELOPMENT

Request for Proposals to provide Professional Consulting Services
to develop a Foreign Trade Zone Project
Marketing and Business Development Plan

I. Introduction and Purpose

The Oklahoma City Port Authority operates Foreign-Trade Zone #106 under the grant of authority from the United States Foreign-Trade Zone Board to promote economic development throughout the Greater Oklahoma City. As such, the Port is responsible for establishing and maintaining the zone project in the assigned FTZ 106 geographic area. This includes, but is not limited to, establishing and maintaining a zone (rate) schedule, creating and administering the FTZ agreements with operators, filing of annual reports with the FTZ Board, and marketing the zone to potential operators and users.

To support the growth and use of FTZ 106, the Port invites the submittal of written Requests for Proposals (RFPs) from qualified firms and/or independent contractors interested in providing consulting services and developing an FTZ Project Marketing and Business Development Plan. The desired outcome of this RFP will be a plan that evaluates the current FTZ project and makes detailed recommendations for how the Port can increase the number of FTZ 106 operators and users. The purpose of this plan is to provide the Port Authority Board with expert recommendations and a clear implementation plan for how to manage FTZ 106 marketing, outreach and business development efforts.

II. Evaluation Criteria

Evaluation criteria includes but not limited to the following:

- Relevant knowledge and experience, including zone program benefits, applications and activations, modifications, regulatory requirements, and compliance procedures and reviews; ongoing FTZ operational and inventory support; and U.S. Customs and Border Protection's (CBP) regulations. Include any licenses and certifications (e.g. licensed customs broker, certified customs specialist, etc.) and experience with key contacts and relationships with FTZ Board, CBP headquarters and local offices in the Oklahoma City area. Complete resumes should be provided as part of an appendix to the proposal.
- Demonstrated success in evaluating the efficiency and effectiveness of zone projects and developing of marketing, communications and resource plans.
- Quality of work plan submitted. A complete work plan will include timelines, deliverables, resource requirements, etc
- Cost estimate and fee schedule

III. Scope of Work and Deliverables

The selected consultant will develop a zone project marketing and business development plan which focuses on, but is not necessarily limited to, the following tasks:

1. Analyzing the effectiveness and efficiency of existing grantee structure, processes and operations
2. Benchmarking best practices of similar zone projects
3. Recommending future goals, objectives, evaluation criteria and performance measures
4. Recommending partner organizations and description of the structure of those partnerships
5. Recommending marketing, communications, training and/or outreach elements (e.g. press releases, ads, newsletters, reports (containing economic impact findings), training seminars/workshops, email campaigns, brochures, handouts, website, etc.).
6. Creating a detailed implementation plan outlining activities, timelines, milestones and resource requirements

The final deliverable of this effort will be a detailed plan that clearly documents the process, findings and recommendations of the current FTZ 106 operations assessment, and presents a clear, detailed plan for growing the number of FTZ 106 operators and users.

IV. Proposal Format and Requirements of the Proposal

1. Contact Information: The legal name of the firm/independent contractor, street address, telephone number and email address of the person to whom correspondence should be directed.
2. Overview/Background: A general description of the firm/independent contractor, including (where appropriate) the structure (e.g., individual, partnership, corporation, joint venture, for-profit, not-for-profit), history (including year firm was established or year independent contractor registered as a business), and primary business area/area of expertise.
3. Resumes: The resumes of the individuals who will be completing the Scope of Work and will be assigned to this contract; include project team organization chart; include the on-site availability of the lead consultant/project manager as well as other staff during the lifetime of the project.
4. Detailed work plan identifying how and within what timeframe the Scope of Work outlined in this proposal will be completed. Please include target dates for any milestones.
5. Client references: A minimum of three (3) client references must be submitted by the consultant for the selection committee to contact.
6. Estimated cost of services to be performed: Please provide a breakdown of total proposed compensation as follows:
 - a. Total cost of successful completion of the Scope of Work described in this RFP
 - b. Proposed hourly rate for lead consultant
 - c. Proposed hourly rate for all other team members (if applicable)
 - d. Proposed travel expenses (including detailed description of reason for travel, frequency of travel and planned destinations)

7. Required forms

The proposed cost of the zone project marketing and business development plan must be comprehensive for the entire contract term proposed (e.g., for the term of six months) and must include 100% of compensation expected. Any costs not detailed in the submitted proposal will be excluded from the contract and will not be subject to subsequent negotiation.

The consultant/firm who is awarded the contract must be able to provide evidence that they are licensed to conduct business in the state of Oklahoma (or whatever language is required)

V. Insurance Requirements

(a) Contractor shall obtain and provide Client with a copy of the certificate of insurance and shall maintain such insurance throughout the term of this Agreement as required and in the form and in the amount set forth below.

(b) Contractor shall be responsible for providing the Client actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.

(c) Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then Clients may terminate this Agreement for cause and in addition regardless of whether the Clients terminate this Agreement, Contractor shall also be liable and responsible for any claim by Client on their own behalf or on behalf of another, for:

- (1) any loss or damages, including direct, indirect, and consequential; and
- (2) any cost or expense, including attorney fees, court costs and administrative expenses; and
- (3) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(d) The Client reserves the right to withhold payment of any funds otherwise due Contractor to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy *but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.*

(e) Documents regarding insurance coverage need not accompany the proposal at this time. However, proof of insurance endorsement forms or a certified copy of the policy, which names the City of Oklahoma City as an additional insured/endorsement holder, will be required in order to execute a contract. Failure to submit the required insurance documentation within two (2) weeks of selection will result in the termination of negotiations and award of contract to another party.

The selected firm will be required to provide the following insurance:

Contractor shall provide, pay for, carry and maintain the types of insurance described herein with companies eligible to do business in the State of Oklahoma throughout the term of this Agreement. All liability policies shall provide that The City of Oklahoma City and the Trust are each individually named as an additional insured as to the acts and omissions of Contractor. A certificate of insurance on the form approved by the Client shall be provided to the Client with the execution of this Agreement by Contractor. The certificate shall provide that the policy not be cancelled or modified to reduce the amount of coverage without thirty (30) days prior written notice to and approval by each of the Clients.

(a) All liability policies (except professional liability policies) shall provide that the Clients and the Trust are named additional insureds as to the acts and omissions of Contractor under this Agreement. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms furnished by the Client, the Trust, and any participating public trust. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided upon request to the Clients or the Trust on a timely basis. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

The Clients and the Trust shall be given written notice by registered or certified mail no less than thirty (30) days prior to any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, Contractor shall immediately notify the Clients and the Trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the Clients and the Trust requests a

written statement from the insurance company(s) as to any impairments to the aggregate limit, Contractor hereby agrees to promptly authorize and have delivered to the Clients and the Trust such statement. Contractor authorizes the Clients and the Trust to confirm all information so furnished as to Contractor's compliance with these insurance requirements with Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of Contractor shall be primary to any insurance or self-insurance program carried by the Clients or the Trust.

(b) Contractor shall not commence any services nor occupy any City or Trust-owned property or work site unless and until the required insurance is in effect and the required certificates of insurance are provided.

(c) The amounts of such insurance shall be not less than The City of Oklahoma City and the Trust's several maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:

(i). Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) 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.

(ii) 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.

(iii) 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) Automobile liability insurance shall be maintained by Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The amounts of such insurance shall be not less than The City of Oklahoma City and the Trust's several maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time, and which currently are:

(i) Bodily injury liability

\$175,000.00 (limit each person); and

\$1,000,000.00 (limit each occurrence); and

(ii) Property damage liability

\$25,000.00 (limit each person); and

\$1,000,000.00 (limit each occurrence),

(iii) Bodily injury and property damage liability

\$1,000,000.00 (combined single limit each accident)

(e) Professional liability insurance shall be maintained by Contractor. The amount of such insurance shall not be less than One Million Dollars (\$1,000,000) aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of this project.

Insurance premiums and costs are expenses assumed by Contractor and recouped through their fees and not as an expense or separate cost to the Clients or the Trust.

VI. Proposal Submittal Instructions and Contact Information

- Bidder Instructions
- All proposals must be received no later than 4:00pm CDT.
- Please submit proposals in accordance with the Bidsync and City protocols.

Submittals that do not adhere to these requirements will not be accepted.

IX. Schedule for Selection is to be determined.

The Pre-Proposal Meeting is not required, but all interested parties are strongly encouraged to attend. This meeting will take place (insert when and where).

TOTAL Invoice

Foreign-Trade Zone #106

Marketing Activity Billing Report

Time Period: 3/1 – 3/31/18

Hours worked: 27 hours x \$50/hr = \$1350

Submitted by Matthew Weaver

Project	Activity	Time
General Administrative and Marketing	Responding to FTZ inquiries; FTZB/USCBP; research; support; general networking	20
Prospect Follow-ups	Research & Follow-up	1
Chickasha Economic Dev. Council, Chickasha, Oklahoma	Discussions	3
DNEDA, Chickasha, Ok.	Meeting/conversations	1
CPN	Conversations	2

Billable Time: 27 hours

Total Due: \$1350

TOTAL Invoice

Foreign-Trade Zone #106

Marketing Activity Billing Report

Time Period: 4/1 – 4/30/18

Hours worked: 30 hours x \$50/hr = \$1500

Submitted by Matthew Weaver

Project	Activity	Time
General Administrative and Marketing	Annual Report; Responding to FTZ inquiries; FTZB/USCBP; research; support; general networking	25
Prospect Follow-ups	Research & Follow-up	1
Kodak	Finalizing application	4

Billable Time: 30 hours

Total Due: \$1500

Anglin Public Relations

720 NW 50th Street, Suite 200 A
Oklahoma City, OK 73118

Invoice

Date	Invoice #
3/1/2018	1786

Bill To:

Cathy O'Connor
Port Authority of OKC
105 N Hudson Ave #10
Oklahoma City, OK 73102

				Terms	Due Date
				Net 30	4/30/2018
Hours	Item	Description		Rate	Amount
	Website	Create a new website (remaining payment)		3,050.00	3,050.00
	Website	Bluehost domain and web hosting annual fee Jan 2017 and Jan 2018		311.76	311.76



Wix.com LTD

INVOICE #229748523**To**

Catherine O'Connor
The Alliance for Economic Development of OKC
105 North Hudson, Suite 101
Oklahoma City, Oklahoma
73102 US

Details

Invoice Status - Closed
Issue Date: Apr 20, 2018

Service ID	Service Name	Bill Period	Billing Cycle	Quantity	Amount
ccda38b	Unlimited	Apr 20, 2018 - Apr 20, 2019	Yearly	1	\$168.00
Total					\$168.00

Payment Date	Payment Method	Amount
Apr 20, 2018	Visa 9715	\$168.00
Total		\$168.00

If you have questions regarding this order please contact us:

Premium support: billing@wix.com

Website: <http://www.wix.com>

Phone number: 1-415-639-9034

Address: PO box 40190 San Francisco, CA United States