



# Invitation for Sealed Proposal 01-407

Description: Benefits Online Needs Analysis

Department: Human Resources Department

City of Tulsa

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<b>Mail Sealed Request for Proposal TO:</b>		<b><i>Sealed Proposal Due By:</i></b>	<b><i>Proposal Opening:</i></b>
City of Tulsa 200 Civic Center, Room 109 Tulsa, Oklahoma 74103		<b><u>5:00 PM Wednesday January 30, 2002</u></b>	8:30 AM the next day City Council Room
<b>Envelope/Box Labeling:</b>		Bid Bond Required: ___ Yes <u>X</u> No	
Proposal Number and opening date must appear on the lower left corner of all envelopes and box tops.		Performance Bond: ___ Yes <u>X</u> No	
Response to this request must be submitted on this form with requested and supporting documents attached to the back of packet.		PreBid Conference: ___ Yes <u>X</u> No	
		6 Copies Required	
<b>Published:</b>	Tulsa Daily Commerce and Legal News (announcement only) January 8,9,10,11,14		
	<b>Purchase Net Fax-on-Demand: 918-596-1171</b>		
	<b>Purchase Net Website: <a href="http://www.cityoftulsapurchasing.org">www.cityoftulsapurchasing.org</a></b>		
<b>City Contacts:</b>	<b>Project Buyer:</b>	<b>Project Manager</b>	
	Bill Youngblood, CPM <a href="mailto:byoungblood@ci.tulsa.ok.us">byoungblood@ci.tulsa.ok.us</a> Fax: 918-699-3153; Ph: 918-596-7551	Larry Stovall <a href="mailto:lstovall@ci.tulsa.ok.us">lstovall@ci.tulsa.ok.us</a> Ph: 918-596-1214	
<b>Acknowledgement of Intent:</b>	<b>E-mail project buyer of your intent to respond.</b>		
<b>Addendum:</b>	All addenda will be communicated to all known respondents in writing. Any verbal communications by any City personnel or their agent will not be a part of these bid specifications.		
<b>NIGP Codes:</b>	946-77		

**RETURN THIS ENTIRE RFB PACKET WITH ANY SUPPORTING DOCUMENTS ATTACHED TO THE BACK**

I have read and understand these Bid Specifications and agree to adhere to all terms and conditions contained herein. I have included all costs in my bid to implement the solution requested in these bid specifications. Exceptions must be described in detail and attached to this bid packet. Note: Taking an exception to a "must item" may cause your bid to be rejected. ( DO NOT PRINT SIGNATURE)

Firm name: \_\_\_\_\_ Date: \_\_\_\_\_

Street: \_\_\_\_\_ County: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
( Authorized agent for the firm shown)

**\*\*\*\* Entire packet must be notarized by Notarizing this page\*\*\*\***

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signature of Notary Public \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_





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**INTEREST AFFIDAVIT**

**State and County (Same as shown by the authorized agent on the front of this packet)**

**I, the authorized agent shown on the front of this packet,** of lawful age, being first duly sworn, states that s (he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

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**BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25**

**State and County (Same as shown by the authorized agent on the front of this packet)**

**I, the authorized agent shown on the front of this packet,** of lawful age, being first duly sworn on oath says

1. (s) he is the duly authorized agent of the firm presenting this response, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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 bid to which this statement is attached.
2. (s) he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - 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.



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## Contractor/Bidder Information Sheet

To be completed by all respondents to  
Invitations for Sealed Bids or Proposals  
(Print or type)

<b>Project No:</b>	
<b>Description:</b>	
<b>Taxpayer Identification No:</b>	
<b>Legal Identity:</b> <small>Corporation, Partnership, Individual, etc.</small>	
<b>Full Name of Bidder:</b>	
<b>Street :</b>	
<b>City/State/Zip:</b>	



Project Manager		Legal Contact	
Name:		Name:	
Street:		Street:	
City/State/Zip:		City/State/Zip:	
E-Mail:		E-Mail:	
Phone:		Phone:	
Fax:		Fax:	
Alternate Contact:		Alternate Contact:	
Name:		Name:	
E-Mail:		E-Mail:	
Phone:		Phone:	
Fax:		Fax:	

<b>Website Address:</b>	
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Would you like to receive information to register as a potential supplier to the City of Tulsa for other projects?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
If yes, Fax copy to: <a href="tel:918-699-3225">Phyllis Brown 918-699-3225</a>		



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**Pricing Summary for RFP 01-407**

**Benefits Online Needs Analysis**

**Cost of Needs Analysis: \_\_\_\_\_**

**(All costs must be included including travel, food, lodging, and miscellaneous expenses)**

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**Additional work to be determined based on need:**

**Hourly cost: \_\_\_\_\_**



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**You Must List any Exceptions taken to these specifications**

If the bidder wishes to take exception to any part of these specifications (technical specifications and all terms and conditions), he does so with the full knowledge and understanding that his bid may be rejected. If exceptions are not listed in this section, the bidder may forfeit their bid bond if exceptions come to light later.

I (circle one) have or have not taken any exceptions to these specifications. If exceptions have been taken, you must explain below:



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**GENERAL TERMS AND CONDITIONS**



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**Definitions:**

**“Bid”:** The response to a solicitation. Used interchangeably with Proposal.

**“Bidder”** Is a supplier that submits a bid for consideration by the City in accordance with this RFB. Used interchangeably with Proposer.

**“Change Order”** Request for additional work within the general scope of these specifications not requested within bid request. See additional information in body of bid specifications.

**“City”** means City of Tulsa.

**“Contractor”** A Bidder that has been selected by the City to provide specific design, supply and/or installation services. Same as successful bidder.

**“Cost”** The price or cost to the city will be the lower of the price quoted in the bid, current published price, or published sale price. The word cost and price are equal in meaning.

**“Department”** means the department shown on the cover sheet.

**“Desirable”** The terms "can", "may", "should", "preferably", or "prefers" identifies a desirable or discretionary item or factor.

**“Fax-on-Demand”** 918-596-1171 (to obtain index of documents)

**“Mandatory”** Such terms as "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the bidder's bid.

**“Price”** See Cost definition above.

**“Purchasing Office”** City of Tulsa; 200 Civic Center Room 802; Tulsa, Oklahoma 74103

**“Seller”** Same as successful bidder

**“Successful Bidder”** The bidder who receives the award and enters into a contract or accepts a purchase order for the goods and services specified herein.

**“T&C”** Terms and Conditions

**“Website”** www.cityoftulsapurchasing.org

**Specification Color and Special Effects:**



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For those viewing this specification on the internet or printing on a color printer, there may be color or special effects used to highlight an item as needed.

**Purchasing Authority:**

The authority used to issue this Invitation for Sealed Bid comes from:

- a.) City Charter Article XII Section 14
- b.) City ordinance Title 6, Chapter 4 (Purchasing)

**Fairness:**

It is the intent of the City to present these bid specifications such that they will result in an open and competitive process.

If in your opinion, we have not met that objective, discuss at the pre-bid meeting or contact the project buyer in writing.

**Bidder Conflict of Interest:**

City employees will not be permitted to bid on this contract or work for the awarded Contractor(s) on this contract. By submission of a bid, Bidder certifies that no employees of theirs, any affiliate or subcontractor has bribed or lobbied, or attempted to bribe or lobby an officer or employee of the City.

**Specification Availability:**

These specifications can be obtained in the following ways:

- Website: [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)
- Fax-on-Demand: 918-596-1171 for an index
- Purchasing Office: 200 Civic Center Room 802; Tulsa, Oklahoma 74103

**Acknowledgement of Intent to Bid:**

The only way to acknowledge your intent to bid will be as directed on page 1. Sending any addenda to you will be based on knowing you are a bidder.

**Bid Form:**

**BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** If submitting multiple bids, submit each in a separate envelope or box. Be sure the envelope or box is completely and properly identified and sealed, showing the bid number and opening date in the lower left hand corner.



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**Proposed Contract:**

If the method of award will be by contract, you must include a copy of your proposed contract language making sure that the language does not contradict with any portion of these specifications.

**RFB Ambiguity, Omission, Inconsistency, or Error:**

Any Bidder believing that there is any ambiguity, omission, inconsistency or error in the RFB should promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, consistency or error.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this Invitation for Sealed Bid, they shall immediately notify the City contact of such error in writing and request modification or clarification of the document. If needed, an addendum will be issued to all known bidders without divulging the source for the request of the same.

If a bidder fails to notify the City prior to the date and time fixed for submission of bids of an error or ambiguity in the RFB known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to compensation or time by reason of the error/ambiguity of its late resolution.

The apparent silence of this specification as to any detail or apparent omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used. All interpretations of the specification shall be made from this statement. Proof of compliance will be the responsibility of the contractor.

**Bidder Questions:**

Except for the pre-bid conference, all questions will be handled as stated on the first page. Any discussions with anyone other than the Project Buyer or other procurement personnel may disqualify your bid and be grounds for retracting an award recommendation or be cause for the termination of any future contract or purchase order.

If there has been a breach of this General T&C and products have been delivered, they will be returned at the successful bidders cost. The City will not be liable for any supplier costs. A list of all procurement personnel is available on the City of Tulsa's website and Fax-on-Demand.

**The City cannot guarantee that any questions received within ten (10) working days of the due date will be answered.**

Any oral explanations or instructions given before the award of the contract will not be binding.

Any information given one bidder concerning this Invitation will be provided promptly to all other known bidders as an addendum, if that information is necessary in submitting a bid or if the lack of it would be prejudicial to other bidders. The City may at its option periodically send an e-mail containing



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any questions and answers not previously distributed by an addendum prior to it being included in an addendum.

**Addendum to Invitation for Sealed Bid:**

- a.) All addendum information will be communicated to all known respondents in writing. Any verbal communications by any City personnel or their agent will not be a part of these bid specifications.
- b.) If this specification is amended, then all unchanged provisions, which are not modified, remain unchanged.

**Preparation Cost:**

The City of Tulsa will not be responsible for any bidder costs in preparing the bid response, pre-bid conference, demo, or any other cost incurred by the bidder.

**Multiple Responses:**

Bidders may submit more than one bid in response to this RFB. However, each bid must be a separate, complete package, which can be considered independently of any other bids from the same Bidder.

**Bid due:**

Deliver or hand carry offers to the office of the City Clerk City of Tulsa; 200 Civic Center, Room 109; Tulsa, Oklahoma 74103 **NO LATER THAN 5:00 PM** on the due date shown on the cover sheet. Offers will be date/time stamped in accordance with this provision.

The City shall not be responsible for the failure of offers not reaching the City Clerks office prior to the due date.

**Faxing Bids:**

Bids cannot be faxed to the City Clerk, Purchasing, or any other City office or employee.

**Bid Opening:**

All bid openings are public. The opening will take place the day after due:

Francis Campbell Council Meeting Room  
 City Hall, 200 Civic Center, plaza level  
 Each Thursday  
 8:30 A.M.



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	<p><b><u>Exceptions Taken to Specifications:</u></b> Any exceptions or deviations from these written specifications shall be shown in writing on the “List of all Exceptions taken to these specifications” page. Note that an exception may eliminate you from consideration.</p>
	<p><b><u>Altering Bids:</u></b> Bids cannot be altered or amended after the submission deadline. The signer of the bid thus guaranteeing authenticity must initial any interlineations, alteration, or erasure made to the bid before the opening bid date. Bids must be submitted in ink or type written. Bids using pencil will not be accepted.</p>
	<p><b><u>Bid Conformity:</u></b> By submitting a response to this Invitation, the bidder attests that the supplies and/or services conform to these specifications unless an exception is listed.</p>
	<p><b><u>Mathematical Errors:</u></b> The bidder shall show on the detail cost summary both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.</p>
	<p><b><u>Evaluation Committee:</u></b> The evaluation committee will consist of personnel drawn from the operating and technical areas as needed. The Purchasing Division will assist either by working with the evaluation committee; it will be a shared responsibility.</p>
	<p><b><u>Award of Bid:</u></b> The evaluation will be based on selecting the best solution for the City to fulfill the needs of these specifications within the guidelines set forth in Executive Order 90-08.</p>
	<p><b><u>Award of Item(s) to Bidder(s):</u></b> The City may award each item to different bidders or all items to a single bidder at its sole discretion unless otherwise defined on the detail cost summary page or described in the Special Terms and Conditions section.</p>
	<p><b><u>Technicalities:</u></b> The City may waive any minor technicalities in the bidding process at its sole discretion.</p>



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**Right to Reject:**

The City of Tulsa reserves the right to reject any and all bids, or may accept or reject any line item at the price quoted. In addition, the bidder should recognize the right of the City to reject a bid if the bidder fails to submit the data required in the bid document, or if the bid is in any way incomplete, or irregular, or is not in total compliance with the specifications. Any departure from the specifications shall be stated in the bid with an explanation of the reason for the change.

**Bid Results Notice:**

Available in the following ways:

- City of Tulsa Purchasing Website
- City of Tulsa Fax-on-Demand
- City Clerks office at City Hall

**Notice of Award:**

The project buyer will notify the successful bidder.

**Equal Employment Opportunity:**

Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.

**Employment Discrimination Prohibited by Contractor:**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification, reasonably necessary to the normal operation of the contractor. Or a poster in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an Equal Employment Opportunity Employer.
3. Notices, advertisements and solicitations placed in accordance with Federal Law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.



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**Americans with Disabilities Act:**

The Contractor shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Any costs of such compliance with the requirements will be the responsibility of the contractor.

**Delivery Time Frame:**

Bid must show number of days required for delivery under normal conditions on the first page. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.

In the case of projects with multiple deliveries, detail the delivery events in the section provided in the Supplier Response Section.

**Travel Expenses:**

The response shall include a "Not to Exceed" amount for all expenses necessary to fulfill these specifications. No reimbursement will be made for expenses not actually incurred. The City reserves the right to audit all travel expenses.

**Right to Audit:**

Contractor fully understands that it is a condition of this bid to allow the City to audit for goods, services, materials, and/or supplies provided to the City of Tulsa. Contractor agrees to provide timely access to its books and records on Contractor's premises upon reasonable request by City staff. Contractor further agrees that it shall provide City personnel reasonable access and such clerical assistance as City staff may require for examination and audit of those portions of Contractor's books and records relating to the goods, services, materials and/or supplies furnished to the City during the term of any contract between Contractor and City. The contractor further agrees that any discrepancies found will be corrected and will return funds to the City for undelivered goods or services or overcharges. The supplier will have fourteen (14) days to refund any monies due. Depending on the magnitude of the problem, the contract may be terminated.

**Oral Agreements:**

None apply



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**Recipient of Contract:**

The City will only contract with the “Firm name” shown on the first page and, only, if signed by an authorized agent of that firm.

**Contract Assignment:**

Successful Bidders(s) shall not sell, sublet, or assign the agreement or any portion thereof to any person or persons, except with the written approval of the City of Tulsa.

**Litigation of Conflicts:**

Any dispute requiring litigation will only take place in the courts of Oklahoma in the County of Tulsa.

**Law Applicable:**

Bidder warrants that the goods and/ or services bid will be produced and sold in compliance with the provisions of any and all Federal, State, and Municipal laws and ordinances.

**Order of Document Precedence:**

This document will be made a part, either implied or specifically, of any future contract or purchase order. Nothing submitted in the bidder’s documents or future contracts or other correspondence will replace any specifications, terms and conditions herein.

Bidder’s response, including all promises, warranties, commitments and representations made in the successful bid, shall be binding and incorporated by reference in the City’s contract or purchase order with the successful bidder. Therefore, all responses including all statements, claims, declarations, and specifications in the bids shall be considered firm and irrevocable, and all prices considered maximum, for purposes of bid evaluation, future purchase order, or future contract stipulations unless specifically waived in writing by the City.

**Treatment of Information:**

All information received or obtained from bidders in connection with this RFB must be treated as confidential and not used for announcement of your receiving this bid or possible award of bid is not permitted without the written permission of the City contact person named herein.

All bid information received from bidders by the City of Tulsa, in connection with this RFB, will be retained by the City and remain as a matter of public record. Any proprietary or confidential information should be identified as such, and the desired treatment of the information specified.

**Bids will be disqualified if information relevant to the evaluation process cannot be retained for possible disclosure based on established Open Records Law.**

**Liens:**



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The contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and materials furnished by the contractor or his/her subcontractors under the scope of this bid and from all laborer's, materialmen's and mechanic's liens upon the real property of the City of Tulsa.

**Hold Harmless:**

Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidders direction.

**Liability:**

The bidder shall assume all liability for damages and shall hold the City free and harmless from all claims of damages to persons and/or property that may arise out of, or by reason of, this contract.

**Assignment:**

Contractor shall not sell, sublet, or assign the agreement or any portion thereof to any persons, except with the written approval of the City of Tulsa.

**Bankruptcy:**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency, by, or against the Seller (successful bidder) or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, the City shall be entitled to cancel the purchase order or contract at any stage of completion without any liability whatsoever.

If any of the proceedings described above are taking place at time of bid or occur during the evaluation period or prior to the execution of a purchase order or contract, the City at it's sole discretion may withdraw any further consideration of bidder without any liability whatsoever.

The bidder must inform the City in writing at the time of bid of current or possible proceedings as described in paragraph one in this section.

**Waiver:**

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

**Contract Administration:**

The department shown on page one will perform the primary administration of the contract. Purchasing and other City departments may become involved primarily from an audit standpoint.



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	<p><b><u>City Not Liable for Delays:</u></b> It is agreed that in no event shall the City be liable for or responsible to the Contractor(s), any subcontractor or to any other person for or on account of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.</p>
	<p><b><u>Cash Discounts:</u></b> In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material (unless the City provides for progress payments in this packet) covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.</p>
	<p><b><u>Sales Tax:</u></b> All Federal, State, and local sales tax are not applicable.</p>



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### **Technical Specifications**



### **REQUEST FOR PROPOSAL #01-407**

### **Benefits Online Needs Analysis**

The City of Tulsa Human Resources Department wishes to select a consultant to define and develop the needs of the City to enable the ability for the current benefits program to be administered online.

#### **Goals:**

Primarily, the City will adopt the recommendations to implement an interactive Web-based benefits program beginning with insurance enrollments. Our ultimate goal is to create and maintain a safe and user friendly venue for City employees to not only enroll and change insurance coverage but to run retirement benefit estimates, access deferred compensation accounts, payroll information such as direct deposit authorizations and changes to Federal and State tax deductions, etc.

This request will not include the project management to implement the adopted recommendations.

The City is seeking a one-year engagement (contract) with an option to renew for three additional one-year periods based on the current needs and funding of the City.

The City is requesting that firms with significant prior experience in performing projects of this type submit proposals. The proposal should indicate assessment approach, prior experience with similar projects including references, staff availability, engagement team qualifications, and cost data.

Specific areas to be evaluated based on your response:

- The interested supplier must be a consultant that is preferably non-biased regarding possible suppliers of implementation personnel and software.
- The interested supplier must have practical experience with Benefits Administration.



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- The interested vendor must have systems experience mainframe and web interfaces, specifically with GEAC E series, Human Resources release 99.25(COBOL), VSE operating system, TN 3270 interface.
- T-SQL and Visual Basic experience are required.
- IVR experience with GEAC is preferable.
- In depth knowledge of security processes is required.

Your proposal must include:

1. Resumes of personnel to be assigned to this project
2. References including summary of services rendered and contact information.
3. A detailed plan of the work to be performed to accomplish our goals including the time frames required, and what you expect from the City in personnel time and information needed.

Final project acceptance and payment will be based upon delivery of:

1. A detailed recommendation
2. A cost savings analysis over current methods of benefit administration.