



01/24/2012

## Request for Proposal Bid 11-725 – Addendum 1

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #1 on Form #6 of the RFP package as verification that you have received and are aware of the information contained herein.

**Due Date for RFP has been extended to February 8, 2012 at 5:00PM (CDT) at the Deputy City Clerk's Office, 175 E. 2<sup>nd</sup> St., S# 260, Tulsa, Ok. 74103**

**The Addendum 1 proposal packet is what must be used to submit your proposal.**

Please find attached the responses to all questions asked: Answers are under the questions and in blue

1. Section II B. 2. – To what extent must we “utilize” MBE's, FBE's and other disadvantaged businesses?

Section II B.2. - Is there a process by which we could obtain a waiver of such requirements (if, for example, the project doesn't lend itself to the utilization of subcontractors)?

To what extent and what is required to comply with the Ordinance stating: A contractor shall furnish, within ten (10) working days, information, required by the compliance official to determine compliance with this section, and shall permit reasonable access by the compliance official to contractor's facilities, employees and to books, papers, records, reports or accounts in the possession or under control of the contractor which are necessary to determine compliance. In what situations would this apply or not apply?

### **Solicitation of BRIDGE.DBE and/or M/FBE**

The vendor will be required to agree that (i) s/he shall utilize, or make good-faith efforts to utilize, minority business enterprises (MBE), female business enterprises (FBE) and other disadvantaged businesses, (ii) s/he shall state, in solicitations or advertisements for employees, that applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age or disability, and (iii) that s/he shall provide written information to the compliance officer with the Human Rights

Department of the City of Tulsa regarding her/his utilization of MBEs, FBEs and other disadvantaged businesses in conformance with the provisions of the contract.

A goal for utilization of M/FBE's will be established by the Human Rights Department of the City of Tulsa in consultation with the Purchasing, IT and Finance Departments, based on availability and capacity of M/FBE's in the service areas included in this CSP. Vendor will be expected to submit a statement indicating that this goal will be achieved, or with documentation adequate to support the vendor's statement that s/he has made good-faith efforts to achieve the goal but was unable to do so. Vendor shall review and complete forms setting forth information regarding the efforts of the vendor to solicit BRIDGE.DBE and/or M/FBE subcontractors or that vendor itself qualifies as a BRIDGE.DBE and/or M/FBE.

The vendor receiving the award of contract will be in breach of the contract which may result in termination of the contract by City if (i) vendor fails to follow through on the goals, (ii) it is determined that the good-faith efforts submitted by the vendor are not accurate, or (ii) the vendor's efforts to meet the goals stated herein after the award of the contract to vendor are determined to be inadequate.

2. When are the Non-Collusion Affidavit and Interest Affidavit due for submission?

All of the Affidavits are due back signed and notarized with the submission of your Proposal.

3. What is the current number of users of the City's IT systems?

The number of authorized positions at the City of Tulsa is 4,021 according to the FY 2012 Budget.

4. How many desktops/laptops and servers are in use by City staff?

5. The fixed asset inventory includes approximately 1,600 laptops; 3,200 computers, and 500 tablets. The fixed asset inventory includes approximately 300 servers.

6. What operating systems does the City use? What server operating systems are used by the City?

The City uses Windows operating systems for its servers and computers.

7. How many datacenters and server rooms are there, and how many servers are currently in use? Are all of the servers local, or do different departments have their own equipment?

The City has two datacenters currently in operation.

8. What applications are running on the servers?

Can not provide at this time

9. How many locations are included in the scope of this project? If there are multiple locations, could the City please provide details as to the number of servers and users at each?

There may be multiple locations included in the scope of this project. However, a majority of IT resources have been centralized into City Hall.

10. Do all City departments share a help desk, or do they provide their own support?  
All City departments share a help desk.
11. How many routers and switches are there?  
Can not be provided at this time.
12. Are any Storage Area Networks included in this audit?  
Can not be provided at this time.
13. What security measures are currently in place (e.g., firewall, web content/spam filter, etc.)?  
Can not be provided at this time.
14. Are any processes/systems in place to support Business Continuity/Disaster Recovery efforts?  
The City does have some degree of processes/systems in place to support business continuity /disaster recovery efforts.
15. Is there any redundancy/clustering of data?  
Can not be provided at this time.
16. Are any IT functions performed using cloud computing? Does the City make use of any virtualized platforms, systems, devices, or resources?  
Can not be provided at this time.
17. Does the City use any Software as a Service (SaaS) or hosted applications/services?  
Can not be provided at this time.
18. Can the City provide a current Network Diagram?  
Can not be provided at this time.
19. Can a current organizational chart for the City and its IT Department be provided at this time?  
A current organizational chart for the City and an organizational chart along with budget information for the IT Department are included at the back of this addendum.
20. Does the City use VoIP, and if so, of what make?  
Can not be provided at this time.
21. Does the City participate in any IT collaboration with other organizations?  
Can not be provided at this time.
22. Does the scope of this audit extend to Public Safety? If so, to what extent are they using mobile computing?  
The scope of this audit extends to public safety departments.  
Public Safety uses mobile computing extensively.
23. Does the City have a 911 system?  
The City of Tulsa administers a 911 system.

24. Does the City allow for remote access to its system? If so, what type? Does the City use VPN or any other means of remote connectivity (e.g., appliance- or application-based or Citrix)?

The City allows for remote access to its system. The City uses VPN for remote connectivity.

25. Can the City provide a budget at this time?

We are requesting that you provide us with the best solution at your most competitive price.

26. What is the City's desired timeframe for this project?

The City desires for this project to be complete by June 30, 2012 if at all possible.

27. Does the City prefer fees for this project to be presented as a lump sum, or as hourly rates that are set for a one-year period?

The City prefers that fees for this project be separated by the following categories: a. IT Infrastructure Risk Assessment, b. PO2-Define the Information Architecture, c. AI3 - Acquire and Maintain Technology Infrastructure, d. DS12 – Manage the physical environment. The Risk Assessment would take place first, followed by the COBIT audits. Each would have a separate report and work papers.

28. How many references would the City like to contact as a part of their due diligence process for this project?

The City would prefer that each vendor provide at least three references for possible contact by the City.

29. How much of your enterprise IT organization is managed by internal City of Tulsa staff and how much is externally managed

The majority of the enterprise IT organization is managed in-house by the City of Tulsa. No significant pieces of IT are outsourced.

30. What, if any, applications, servers, network devices or other services are provided to the City of Tulsa by an external vendor or service provider?

Can not be provided at this time.

31. What City of Tulsa IT Departments are included in the scope

The scope of this audit extends to public safety departments.

32. How many applications, databases, operating systems and networks are supported by IT?

The IT Department supports over 125 different applications. These applications have a wide range of uses and require a wide range of infrastructure to support them.

33. What are the types of database management systems (i.e. Oracle, SQL, etc)?

Can not be provided at this time.

34. For AI3, are all network devices such as firewalls, routers, switches, wireless access points, etc included in the scope?

For AI3, please assume all network devices such as firewalls, routers, switches, and wireless access points would be included in the scope.

35. Can some work, such as report preparation, be done offsite?  
Some work, such as report preparation, can be done offsite.

36. Can you provide a high level network diagram to assist us in determining the required effort?

Can not be provided at this time.

37. Is there a requirement for a presentation of final findings?  
A final presentation to IT management is preferred.

38. What is the driving factor behind the audit?

The driving factor behind this RFP is to assist the City Auditor's Office in assessing the risk of a major and technical component of the City's IT Department while providing assurance related to key processes within the IT Department.

39. Were there any recent or planned major changes to the IT department?

Can not be provided at this time

40. Are any significant pieces of IT outsourced to a service provider?

The majority of the enterprise IT organization is managed in-house by the City of Tulsa. No significant pieces of IT are outsourced.

41. What, if any, applications, servers, network devices or other services are provided to the City of Tulsa by an external vendor or service provider?

Can not be provided at this time

42. Does the City of Tulsa have a strategic IT plan? If yes, what is the plan timeline?

The City of Tulsa is in the process of developing a strategic IT plan.

43. Are IT decisions and direction set by an IT Steering committee or another similar governing body?

There is an advisory board that provides some degree of guidance. However the IT steering committee has been defunct for a number of years. There is a desire to reestablish the IT steering committee.

44. How many people across the IT and related business areas would be included in the interview process for the stated scope?

Can not be provided at this time

45. Has the City of Tulsa performed a risk assessment related to IT infrastructure in the past? If so, when was the last risk assessment performed?

The City has not performed a risk assessment of IT infrastructure in the past. The City Auditor's Office desires a process to be developed by your firm that can be handed off to the City Auditor's office to be replicable in-house in future years.

46. A current IT equipment inventory available to review.

Can not be provided at this time

47. Information on which applications have been developed in-house and which systems are off-the-shelf products

The City has a mix of applications which have been developed in-house and applications that are off-the-shelf products.

48. Information regarding the ability to obtain an SSAE 16 Report (previously SAS-70) for any in scope, outsourced systems

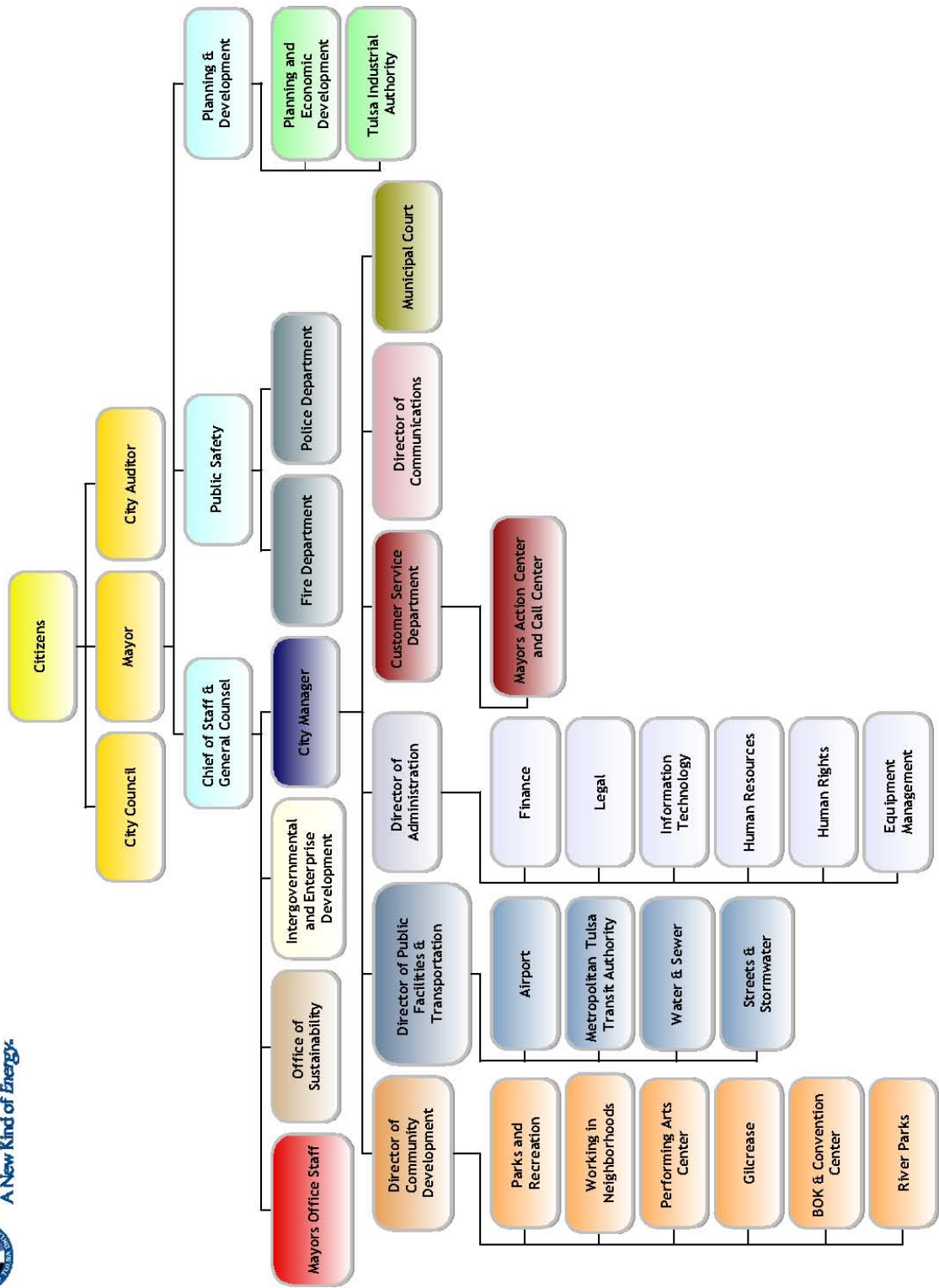
Can not be provided at this time

49. Are application users located within the same facility or hosted in multiple locations? If multiple locations, will these be considered in-scope for the purpose of this engagement?

Application users are spread throughout various locations within the City. However, the majority are located in City Hall.

50. How do user authenticate to the COT network (i.e.; through Active Directory, etc)?  
Users authenticate to the COT network using Active Directory.

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# INFORMATION TECHNOLOGY

DEPARTMENT BUDGET SUMMARY  
FY 2011 - 2012

## MISSION STATEMENT

Develop an enterprise focused department to consolidate, interface, and unify the various software systems and hardware platforms, working with teams from the private and public sectors to analyze the City's business processes, present/implement recommendations that will improve communications between citizens and the City, and streamline City services/processes by using Information Technology best practices and standards.

## KEY PERFORMANCE INDICATORS

Key Performance Indicator	FY 10 Target	FY 10 Actual	FY 11 Target	FY 11 Estimated	FY 12 Target
Public Safety Communications: Achieve or exceed national standards with 95% of all 911 calls answered within 20 seconds.	>95%	95%	>95%	95%	>95%
Information Services: Financial systems availability is greater than 99%.	>99%	100%	>99%	100%	>99%
Rights of Way Management: All permits turned around in one week are equal to 100%.	100%	100%	100%	100%	100%
Service Desk: Annual and monthly customer survey ratings greater than 4 out of a possible 5.	>4	4.055	>4	3.985	>4

## OVERVIEW

The Information Technology Department (ITD) provides four major services:

- Public Safety Communications – manages the E-911 System call handling and dispatching functions for the City, County and other jurisdictions;
- IT Infrastructure Operations and Support – City-wide network, network-delivered applications including e-mail and internet, server and data center administration, database services, desktop services; audio/visual services; IT Service Desk, voice systems, communications services, maintaining vehicular electronic equipment and emergency warning systems, oversight of City right-of-way occupancy, and City office services including print services, mail, supplies, and records management;
- IT Applications and Information Systems – provides for application support and development of enterprise systems supporting operations including public safety, public services, corporate/human resources, finance, and web services/business intelligence;
- IT Administration & Planning – coordinates audit compliance, budgeting, business continuity/disaster recovery planning, contract management and compliance, governance, policies and procedures administration, security, project management, and strategic planning and forecasting.

## BUDGET SUMMARY

In FY 11, ITD completed several key initiatives: Enhanced 911 Wireless, Software Changes for Police Beat Realignment, E-Citations, Improvements to CitiStat Dashboards for Airport / HR / Finance / Fire / Police, PlaniTulsa and Fix Our Streets websites hosted internally, Broadband Network Access for Police Car Laptops, Internet Infrastructure Upgrade, Security for the Multi-Function Devices, Community Intervention Center, City Medical move, and Green Computing.

During FY 12, the IT department plans to deliver numerous projects that will bring cost savings and much needed process improvement to the City. These include: Activity Based Costing and Management System, Voice Over Internet Protocol (VoIP), Human Resources Information System including Time and Attendance/Recruiting, expand Enterprise Content Management, expand Data Warehouse and Business Intelligence Dashboards, Mass Notification System, Computer Aided Dispatch Replacement for 911, Enterprise Geographic Information Systems and Global Positioning Systems, City-wide/State-wide Radio replacements, and Infrastructure upgrade for Public Safety systems.

The FY 12 operating capital budget provides funding to replace computers, public safety and general government radios, servers and miscellaneous equipment.

Departmental Budget Highlights 5-14

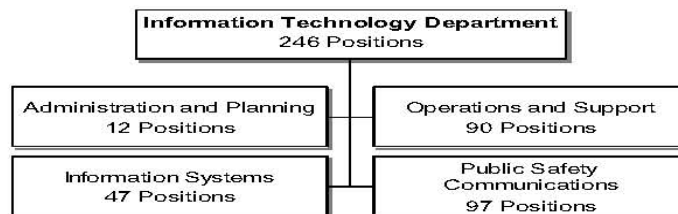
# INFORMATION TECHNOLOGY

STAFFING SUMMARY



OCCUPATIONAL DESCRIPTION	NUMBER OF AUTHORIZED POSITIONS			NUMBER OF FULL-TIME EQUIVALENT AUTHORIZED POSITIONS		
	FY 10	FY 11	FY 12	FY 10	FY 11	FY 12
<b>Administration and Planning</b>						
Administrative & Technical	3	2	2	3.0	2.0	2.0
Exempt/Professional	2	3	0	2.0	3.0	0.0
Information & Technical	2	2	2	2.0	2.0	2.0
Information Systems	7	5	8	7.0	5.0	8.0
Office & Technical	4	4	0	4.0	4.0	0.0
Unclassified Appointments	0	1	0	0.0	1.0	0.0
<b>Total Administration and Planning</b>	<b>18</b>	<b>17</b>	<b>12</b>	<b>18.0</b>	<b>17.0</b>	<b>12.0</b>
<b>Public Safety Communications</b>						
Administrative & Technical	1	1	1	1.0	1.0	1.0
Emergency Communications	102	93	93	99.5	92.0	92.0
Exempt/Professional	2	2	2	2.0	2.0	2.0
Information & Technical	1	0	0	1.0	0.0	0.0
Information Systems	1	0	0	1.0	0.0	0.0
Office & Technical	1	1	1	1.0	1.0	1.0
<b>Total Public Safety Communications</b>	<b>108</b>	<b>97</b>	<b>97</b>	<b>105.5</b>	<b>96.0</b>	<b>96.0</b>
<b>Operations and Support</b>						
Administrative & Technical	1	1	1	1.0	1.0	1.0
Exempt/Professional	0	0	3	0.0	0.0	3.0
Information & Technical	55	49	46	55.0	49.0	46.0
Information Systems	25	26	29	25.0	26.0	29.0
Office & Technical	7	7	11	7.0	7.0	11.0
<b>Total Operations and Support</b>	<b>88</b>	<b>83</b>	<b>90</b>	<b>88.0</b>	<b>83.0</b>	<b>90.0</b>
<b>Information Systems</b>						
Administrative & Technical	1	1	1	1.0	1.0	1.0
Information & Technical	23	22	21	23.0	22.0	21.0
Information Systems	32	29	25	32.0	29.0	25.0
Office & Technical	0	0	0	0.0	0.0	0.0
<b>Total Information Systems</b>	<b>56</b>	<b>52</b>	<b>47</b>	<b>56.0</b>	<b>52.0</b>	<b>47.0</b>
<b>TOTAL</b>	<b>270</b>	<b>249</b>	<b>246</b>	<b>267.5</b>	<b>248.0</b>	<b>245.0</b>

• ORGANIZATION CHART •



Departmental Budget Highlights 5-17



	<b>AMOUNT</b>
<b>CHANGES FOR OPERATIONS (Continued)</b>	
g. Datacenter Temperature monitor	\$ 25,000
h. Datacenter Fiber replacement	40,000
i. Five Network Switches	20,000
j. WIFI access point management system - 2	2,000
k. Three racks and rack cable management	88,000
l. Three infoprint micro printers	27,000
m. Fiber Cable replacement	100,000
n. Thirteen replacement drives for servers and other equipment	50,000
Enterprise Capital additions/replacements:	
o. EVA Disk Array	150,000
p. Replace four small application servers	75,000
q. Public Safety Radios	1,550,000
r. Adjustment to eliminate previous year's capital	(3,066,000)
<b>TOTAL OPERATING CHANGES</b>	<b>1,384,000</b>
1. Projects in 2006 Spc Ext ST Fund and Miscellaneous Cap Proj. Fund	
a. Time and Attendance Software	1,200,000
b. Network System Improvements	105,000
c. 800 MHZ East Tulsa Receiver Site	120,000
2. Adjustment to eliminate previous year's capital projects	(270,000)
<b>TOTAL CAPITAL IMPROVEMENTS PROJECTS CHANGES</b>	<b>1,155,000</b>
<b>TOTAL CHANGES</b>	<b>\$ 2,539,000</b>



CITY OF  
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**FORM #6 (PAGE 1 OF 1)  
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 Bid Packet and will become a part of any resulting contract.

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

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**Sign Here ►** \_\_\_\_\_

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

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

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



CITY OF  
**Tulsa**  
A New Kind of Energy™

CITY OF TULSA  
FINANCE DEPARTMENT

**REQUEST FOR PROPOSAL**  
**11-725**

***PROFESSIONAL CONSULTING SERVICES FOR***  
***IT Audit Services***

**NIGP CODE 918-04**

Submit proposals to:  
Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103

## I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), the City of Tulsa is seeking proposals from qualified organizations to conduct an IT audit which will include planning, studying, interviewing, evaluating, testing, documenting, analyzing, reporting. The awarded respondent will collaborate with City of Tulsa Internal Audit Department to access IT resources and appropriate documentation that supports the audit process.

We enthusiastically look forward to receiving your proposal.

## II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

### A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, February 8, 2012 Central Standard Time**. Please place proposals in an envelope or box clearly labeled **"RFP 11-725 - Professional Consulting Services for IT Audit Services."**
2. Proposals should be sent to:  
  
Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103
3. All interested Respondents are required to register with the Buyer, Cathy D. Evans, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on January 20, 2012.

**Cathy D. Evans, Senior Buyer**  
**cdevans@cityoftulsa.org**

5. Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.
6. 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.

**B. General Notifications**

1. The City of Tulsa notifies all possible respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. All respondents shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.
3. All respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”
4. The City of Tulsa also notifies all Respondents that the City has the right to modify the proposal and final selection of work product requirements as needed.
5. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

### **III. SCOPE OF WORK**

The audit shall be in accordance with the Control Objectives for Information and Related Technology (COBIT) guidelines as published by the Information Systems Audit and Control Association (ISACA).

The Consultant shall include a risk assessment of IT Infrastructure.

**The audit shall also include an assessment of the following COBIT processes:**

- PO2 - Define the Information Architecture
- AI3 - Acquire and maintain technology infrastructure
- DS12 - Manage the physical environment

The firm shall possess experience performing COBIT audits. The firm's staff shall include Certified Information Systems Auditors. The City anticipates the firm would need at least two of their staff to complete the assignment.

### **IV. TIME FRAME FOR REVIEW:**

City anticipates review of submitted proposals not to exceed 30 days after date opened.

### **V. DELIVERABLES:**

The respondent will use COBIT assessment criteria to identify the current state, document findings, make recommendations and issue a report. The report needs to be completed and submitted to the City no later than June 30, 2012.

### **VI. FIRM AND PROPOSAL REQUIREMENTS**

To be considered, interested firms should submit or address the following:

- A.** One (1) unbound original and five (5) bound copies of the proposal plus four (4) copies on CD-ROM.
- B.** A description of the firm's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C.** A description of previous projects that your firm (and those of each firm proposed as part of the team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.

- D. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- E. To ensure that this project be completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- F. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- G. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

#### **VII. EVALUATION OF PROPOSALS:**

A panel consisting of not less than 3-5 City of Tulsa employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected firm will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful bidder.

#### **VIII. AWARD OF BID:**

The City shall evaluate proposals based on those criteria identified in the Mayor's Executive Order No. 90-08 as factors to be considered in the review of proposals including:

1. Professional qualifications, specialized experienced and technical competence of the firm with respect to the types of service required;
2. Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to meet schedules;
3. Record of past performance with the City and other jurisdiction; (please provide references.)
4. Proximity to and familiarity with the area of service;
5. Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project;
6. Size and experience of the professional and technical staff with respect to the magnitude of the assignment;
7. Financial standing;
8. Estimated schedule for completion of the project.

## **IX. MISCELLANEOUS**

- A.** Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D.** Your proposal must clearly indicate the name of the responding organization, including the firm's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the consultant and/or team of consultants assigned to the City account.
- E.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F.** The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

[www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf](http://www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf)

Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your proposal. The City shall not infringe upon any intellectual property right of any vendor, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

- G.** The City expects to enter into a written Agreement (the "Agreement") with the chosen vendor that shall incorporate this RFP and your proposal. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary.

# NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

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 bid 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 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.

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**



## INTEREST AFFIDAVIT

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's 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 Bidder's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_

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

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

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

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

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

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

County & State Where Notarized: \_\_\_\_\_

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

Price Sheet Summary

Please present a Fee Schedule for the services:

Total Fee Schedule        \$ \_\_\_\_\_

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## City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the City's Mayor. All contracts entered into by the City of Tulsa shall include, but not be limited to, the following general terms:

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

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

**The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.**

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

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

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

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

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