
Request for Proposal

20-715 Addendum 1

Professional Services for Community Policing Evaluation

NIGP Commodity Code(s):

918-27 Community Development Consulting

918-83 Organizational Development Consulting

952-61 Law Enforcement - Community Relations Services

952-77 Research and Evaluation, Human Services (Including
Productivity Audits)

Submit proposals (sealed) to:

Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of Energy™



Issued February 10, 2020

Addendum #1

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

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:

1. The Due Date for submitting a proposal has changed to March 4, 2020
2. The last day for questions to be submitted has been changed to February 17, 2020
3. A second optional pre-proposal call has been scheduled for February 17, 2020 at 1:00 Central Standard Time.
4. An instruction was added to the "Price Sheet Summary" page.
5. An error was corrected in the wording of the, "STATEMENT OF PURPOSE".

QUESTIONS/CLARIFICATION:

1. **Question: What is the budget for this project?**
Response: Our current year's budget is around \$100,000.00 but that is not firm and should not be a limiting factor due to the timing of the City's fiscal year which begins in July.
2. **Question: Does the City already have a preferred local university with which an organization should partner?**
Response: While the City holds many local universities in high regard we are open to partnerships that Respondents may already have or intend to form. We would like to add that partnering organizations are not limited to academic institutions and that the City will welcome any qualified entity with whom the Respondent intends to work.
3. **Question: Should Respondents partner be listed and established in the proposal?**
Response: It would be helpful in the evaluation process to have that information.
4. **Question: The RFP mentions completion by the end of 2020. Is that a firm timeline?**
Response: Our budget period is the first quarter of the year and having recommendations prior to that process could allow for implementations during fiscal year 2021.
5. **Question: Are there any restrictions or suggestions on the length of the proposal?**
Response: We have no limits imposed
6. **Question: Should resumes or biographies of staff be included?**
Response: It important for us to know with whom we will be working and, in that

sense, including more details of experience and background is preferred over a simple description.

7. **Question: What are the City's rules or policies in covering indirect cost?**
Response: All costs must be included and described as cost not to exceed a given amount; there can be no unforeseen costs. It would also be advantageous to identify the hours required to complete milestones or deliverables for establishing a rate base for levels or types of work; this provides a means to justify progress payments and extend additional opportunity of a similar nature under the resulting agreement.
8. **Question: With respect to the requirements of Participatory Action Research, how does the City perceive incorporation of the process by a partnership where neither party is based locally? Should travel expense be included in the proposal or should the team focus on finding a local partner to perform that evaluation?**
Response: We are committed to building trust within the community and establishing a co-created or co-founded project. We are open to however this can be achieved and are looking for the project budget to activities that build trust and support removing barriers to allow communities to participate.
9. **Question: Does the City anticipate conducting interviews or will the applicant need to go before the City Council for a final approval?**
Response: The City would like to reserve the right to conduct interviews which may be conducted by teleconference, video conference or in person. Our City Charter gives the Mayor authority to make the final selection; there is no need for the Respondent to go before the City Council for selection. However, as part of the project, the Respondent would be called upon to share their evaluation and recommendations with the City Council.
10. **Question: As CNA is a research institution, is there a requirement to bring on a research partner or other outside research entity?**
Response: There is no requirement to bring on any specific type of research partner. Partnerships are encouraged to ensure proposers meet the qualifications
11. **Question: Has the city of Tulsa designated an anticipated start date?**
Response: The project should begin on or around July 2020.
12. **Question: Is the City able suggest any local individuals or organizations who are doing community organizing and could partner as local PAR consultants for this project?**
Response: The City has not previously formulated such a list.

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I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to provide a community policing evaluation, improvement plan, performance efforts metrics for the City of Tulsa ("City").

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by **5:00 p.m. on Wednesday, March 04, 2020, Central Standard Time**. Please place proposals in a sealed envelope or box clearly labeled "**RFP 20-715, Community Policing Evaluation**".

Proposals received late will be returned unopened.

2. Proposals shall be delivered sealed to:
Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
3. All interested Respondents (Sellers) are required to register with the Buyer 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 **February 17, 2020**.

Terry Thomas, Senior Buyer
tthomas@cityoftulsa.org

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 via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

5. 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.
6. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

7. Pre-Proposal Teleconference: An optional pre-proposal teleconference will be held January 22, 2020 at 12:00 PM CST to discuss the RFP and submission process. Interested parties must request access information no later than 24 hour prior to the conference.
Second Pre-Proposal Teleconference: An optional pre-proposal teleconference will be held February 17, 2020 at 1:00 PM CST. Interested parties may join by calling 918-596-7009. No access code is required to join the conference.

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 all applicable laws regarding equal employment opportunity and nondiscrimination.
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 RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.
5. Although it is the City’s intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. 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.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of

a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. 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 for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

III. BACKGROUND:

The City developed a Community Policing Strategy in March 2017, and has engaged the community and evaluation professionals in a variety of ways to solicit feedback and measure the results of these recommendations. However, there has not been a focused, comprehensive evaluation of the community policing efforts resulting in quantitative measures and a strategy for next steps.

Programs and initiatives related to community policing is outlined below:

A. Origin of Community Policing in Tulsa

The City's Community Policing Strategy was launched in March 2017 by the Tulsa Commission on Community Policing, and includes 77 recommendations under six pillars. These recommendations are adapted from President Obama's Task Force on 21st Century Policing which was launched in December 2014.

The six pillars are

- Building Trust and Legitimacy
- Policy and Oversight
- Technology and Social Media
- Community Policing and Crime Reduction
- Training and Education
- Officer Wellness and Safety

Information about the progress to date can be found at:

<https://www.cityoftulsa.org/government/performance-strategy-and-innovation/dashboards/community-policing>

B. Equality Indicators Report

In August 2017, the City, in conjunction with Community Service Council, engaged the community in feedback sessions and surveys to help develop equality indicators for Tulsa. The team also worked with the City University of New York's Institute for State and Local Governance (CUNY ISLG), who developed the original methodology for creating Equality Indicators in communities.

This Tulsa-specific framework measures disparities across different demographics using data from various sources, including public surveys, expert focus groups, administrative data and systematic observation. Of the five themes (Economic Opportunity, Education, Housing, Justice, Public Health, and Services), Justice intersects with Community Policing by

measuring indicators in Arrests and Law Enforcement.

- Race & Juvenile Arrests
- Race & Adult Arrests
- Gender & Arrests
- Race & Tulsa Police Department Employees
- Gender & Tulsa Police Department Employees
- Race & Officer Use of Force

The first Tulsa Equality Indicators Report was released in 2018 and an update was released in May 2019.

For results and more information on Tulsa Equality Indicators, visit:

<https://www.tulsaei.org/>

C. Resilient Tulsa

The City of Tulsa applied and was selected in the second cohort of the 100 Resilient Cities initiative in December 2014. After selection to the program, the City used a community-based process to determine priority focus areas for resiliency, with input from over 2000 community stakeholders.

The Resilient Tulsa Strategy was officially launched in June 2018 and serves as a roadmap to addresses Tulsa's most pressing challenges and seeks to build capacity among residents, city systems, and community partners to build a more resilient city. Resilient Tulsa is organized into four overarching visions, 11 goals and 41 actions, which taken together strive to produce long-term solutions to challenges ranging from extreme weather events to significant racial, economic, and health inequities.

The Resilient Tulsa Strategy identifies the following key challenges that intersect with community policing:

1. Systemic Racial Inequality

History of Racial Tension - Tulsa is the site of the largest race-based massacre in American history, the 1921 Race Massacre, in which up to 300 black residents were killed and hundreds of black-owned homes and businesses in the Greenwood District were destroyed by white rioters.

2. Implicit Bias and the Criminal Justice System

Law Enforcement Infrastructure – With Oklahoma having the highest overall Black incarceration rate in the U.S. (one in 29 Black persons has a criminal history) and the underrepresentation of the Black population in the police department (8.09% of sworn TPD compared with 15.1% of population), it is clear that implicit biases play a chronic role in affecting incarcerated populations in Tulsa. Unsurprisingly, this is the inverse of the White population – which is overrepresented in the police department (73.96% of sworn TPD compared with 64.0% of population) and underrepresented in the incarcerated population.

Use of force – The Tulsa Police Department follows a use-of-force continuum. Outlining acceptable levels of force to use in different

situations, the continuum moves upwards from low force to intermediate force and deadly force. However, the department lacks a publicly accessible de-escalation statement within the use of force policy to educate the public on the tactics police are trained in for avoiding excessive force. In recent history, every instance of a police officer's use of deadly force was deemed within policy except one.

The Resilient Tulsa Strategy addresses community policing specifically in the following areas:

Vision 02 - Equip all Tulsans to overcome barriers and thrive

Action 10: Strengthen relationships among police and communities through community policing improvements

Action 11: Expand de-escalation language in the use-of force policy to reduce use-of-force incidents

Vision 04 – Transform city and regional systems to improve outcomes for all Tulsans

Action 30: Conduct implicit bias trainings for Tulsa's Police Department and all City employees

Action 34: Formalize the Citizen Advisory Board and Citizen Action Groups - these groups were created to build collaboration between the community and TPD

For more information about Resilient Tulsa, including the full strategy and updates, visit:

<https://www.cityoftulsa.org/government/resilient-tulsa/>

D. New Tulsans Strategy

For the past three decades, Tulsa has become a new gateway city that has received a growing number of immigrants. In fact, Tulsa's foreign-born population has been a main driver of overall population growth. From 2010 to 2015, over 27 percent of Tulsa's population growth can be attributed to immigrants (US Census Data). Understanding that immigrants make up a significant portion of Tulsa's population, the City launched the New Tulsans Initiative in November 2017.

Following the launch, the City convened stakeholders who reviewed national best practices, assessed local strengths and challenges, and deliberated on ways that Tulsa can welcome immigrants. These stakeholders included immigrant residents of Tulsa, local government officials, community organizations, faith-based groups, schools, businesses, and institutions.

Key challenges that affect immigrants' access trust in law enforcement: Anti-immigrant policies such as Oklahoma state law HB 1804 and Tulsa County's contract with ICE that have a damaging impact on trust between immigrant communities and Tulsa law enforcement agencies, to the detriment of public safety. The Urban Institute conducted a study on the impacts of these policies and found that in Tulsa there were reports that crimes (e.g., domestic violence) were not being reported due to risk of

being deported (Urban Institute, Untangling the Oklahoma Taxpayer and Citizen Act, 2009).

It was also identified that there is a lack of language-accessible resources available that support immigrants. Most information on public security is in English only, making it difficult for immigrants to report crimes and know how to keep their families safe.

To address the challenges that immigrants face as they integrate to the US, the City published the New Tulsans Welcoming Plan. Through the Welcoming Plan, the City and community stakeholders articulate a vision and identified goals for Tulsa to promote public safety among immigrants as well as increase trust and collaboration with the Tulsa Police Department.

Vision for Public Safety: All residents, including immigrants, trust and collaborate with local law enforcement and safety agencies to ensure social stability, security, and justice.

GOAL 1: Leaders and policy makers use data and ongoing feedback from immigrant communities to build community trust with local law enforcement agencies and evaluate if any law/code enforcement policies result in disparate outcomes for immigrant communities.

GOAL 2: City of Tulsa's public safety staff understand the complexity of the immigrant experience and are competent and literate in multiple languages, issues of diversity, race, religion, gender, sexual orientation and equity.

GOAL 3: Immigrants who are victims and witnesses of crimes have access to multilingual resources to report crime and receive support services that promote their safety.

GOAL 4: Immigrants are aware of their rights and responsibilities as residents of Tulsa.

GOAL 5: Immigrants participate and lead in developing policies on community policing, crime prevention, and code enforcement.

For more information on the New Tulsans Initiative, including the full Welcoming Plan and updates:

<https://www.cityoftulsa.org/new-tulsans>

E. Use of Force Study

In early 2018, the City of Tulsa partnered with University of Cincinnati Center for Police Research and Policy and researchers from the University of Texas San Antonio Department of Criminology and Criminal Justice to examine arrests and use of force decisions, including when force was not used. The researchers presented the initial results of the study, "A Multi-Method Investigation of Officer Decision-Making and Force Used or Avoided in Arrest Situations" at the Tulsa City Council Budget Committee Meeting on September 25, 2019; the full analysis will be presented in January 2020.

Their five key recommendations are:

- TPD should change its use of force reporting policy. Officers should

report force any time they use more than a firm grip to control a civilian.

- Improve documentation of force, injuries and civilian demeanor.
- Capture instances when deadly force could have been used but was not in order to study de-escalation best practices.
- Review the training and force practices of the police canine unit.
- Review use of force policy and training annually and don't be afraid to update it.

To watch the research presentation, visit

<https://cityoftulsa.viebit.com/player.php?hash=WdXxZFqFu90M>

F. Other Studies and Recommendations

University of Cincinnati Study on Staffing Levels

In September 2015, the University of Cincinnati Institute for Crime Science analyzed Tulsa's Police staffing levels and crime trends. The study concluded that the police department was "operating at a serious staffing deficiency." In response to this study, City leaders asked the voters to approve the Vision Tulsa program which expands the number of police officers available to respond to and prevent crime in the city. As of Feb. 2018, TPD had 367 patrol officers out of 459 recommended (79.9%) and 424 non-patrol officers out of 499 recommended (84.9%).

Office of Independent Monitor Proposal

In February 2019, Mayor Bynum announced that he would create an Office of Independent Monitor (OIM) in FY20 to help with policy, outreach and oversight for the TPD. Tulsa learned about the OIM concept from the City of Denver, CO, which has been operating an OIM for close to 15 years. Best practices in other cities point to a few critical elements: (1) independence, (2) full-time expertise, rather than reliance on volunteers, (3) complete and timely access to investigatory information, and (4) transparency of policies and procedures.

However, the plan for OIM was put on hold by the City Council in August 2019 after receiving critical feedback from community and council members, and in September 2019, Mayor Bynum proposed the following alternative plan to OIM:

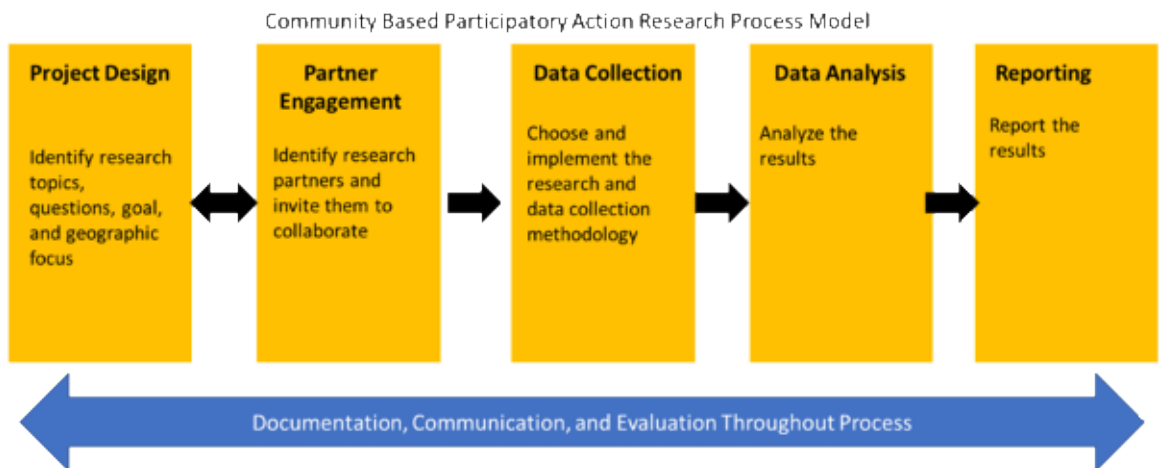
- Outside evaluation specializing in participatory research
- Publication of a Tulsa Police Department Annual Report
- Formalized citizen engagement
- Follow use of force recommendations from the University of Cincinnati
- Implement additional community resource officers in key areas

IV. SCOPE OF WORK:

- A.** The Respondent shall evaluate and make recommendations on the Tulsa

Police Department's (TPD) formal and informal community policing efforts

- B.** The Respondent shall use a community-based participatory action research (CBPAR) process to inform the City of Tulsa on how it can equip citizens and police to solve challenges together.
- C.** The Respondent's CBPAR process shall demonstrate equal inclusion and collaboration in the identification, research, and resolution of issues across all communities. The Respondent shall conduct the following activities implementing this approach:
 - 1. Recruit and train a group of community co-researchers who will be involved in project design, partner engagement, data collection, analysis and reporting (see figure below)
 - 2. Provide compensation for community co-researchers
 - 3. Actively seek input from historically underrepresented communities and demographics, and remove/reduce barriers such as transportation, childcare, culture & language, from their participation in the process
 - 4. Establish processes for qualitative and quantitative data collection that can be continued by the City after project completion
 - 5. Develop actionable implementation steps to improve community policing in Tulsa



V. DELIVERABLES:

The products, reports, and plans to be completed and delivered to the City by December 31, 2020 will include:

- A.** Evaluation report on community policing within Tulsa Police Department, including but not limited to:
 - 1. 77 original community policing recommendations

2. Community resource officer model
 3. Community advisory and action groups
- B.** Performance metrics for community policing that are measurable using quantitative and qualitative data. If data is not already collected on a measure by the City or available at a community level, the deliverable should include recommendations for data collection and next steps.
- C.** A recommendation that defines for citizens, police, and City leadership:
1. Successful community policing in Tulsa
 2. The drivers of effective community policing
 3. The strategies that equip communities and police to solve challenges together
 4. The approaches to community policing are considered best practices and have evidence of effectiveness in other cities
- D.** An action plan which establishes geographically specific goals and timeframes to improve performance over the next two years, that includes, but is not limited to, recommendations on the following:
1. Actions for the City and TPD, including community resource officers
 2. Actions for City leaders and community members, including community advisory and action groups
 3. Process for continuous evaluation that uses publicly available data and a public feedback loop.

VI. RESPONDENT AND PROPOSAL REQUIREMENTS:

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

- A.** One (1) unbound original and six (6) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive). Bound copies of proposals are to be prepared in a bound 8-1/2 x 11-inch size submission. All text to be of a clearly readable format, size 12 font or larger.
- B.** A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C.** A description of previous three (3) projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D.** An outline of the project approach and methodology that the Respondent will use to meet the stated project objectives and deliverables
- E.** A project schedule, identifying beginning and ending dates of work, as well as project target dates.

- F. A completed Price Sheet Summary labeled "Exhibit A" that gives a cost not to exceed broken down into fee and reimbursable expense schedule outlining the services to be provided under each phase of work. An hourly rate schedule by personnel and reimbursable expenses, and the proposed number of hours budgeted for each member of the Respondent firm/team for each phase.
- G. Required affidavits and signature pages which have been included in this document.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees, two community members and a representative from the Tulsa Police Department will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. Submitted proposals will be evaluated based on the following criteria. A maximum of 100 points is possible.

Description	Points Possible
Experience of the Consultant or Consultant team, including the relevant experience of the key individuals who will be assigned to this project, as indicated by prior successful completion of similar projects	20
Respondent's proposed project budget and total costs to deliver items specified in the scope of services.	25
Respondent's demonstrated ability to collaborate and build consensus with a variety of stakeholders, including community members, City leaders, and police officers.	25
Proposed project approach and methodology to meet the stated project objectives and an understanding of project objectives, project issues, and the proposed scope of services.	30

The approval of the selected Respondent 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 selected Respondent(s).

VIII. TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be three (3) to six (6) weeks, but the City reserves the right to vary the period as necessary to meet its objectives. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of their proposals.

IX. AWARD OF PROPOSALS:

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,

2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
13. If an evaluation committee performs the evaluation, the recommendation of such committee.

X. MISCELLANEOUS:

- A.** The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the Agreement, if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the 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 Respondent'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 Respondent and/or team of Respondents 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 on the Oklahoma Open Records Act, see the link below:

<https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>

The City shall not be under any obligation to return any materials submitted in response to this CSP request.

- G. The City shall not infringe upon any intellectual property right of any Respondent, 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.

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FORM #6

**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).

Sign Here ►

Printed Name: _____

Title: _____

Date: _____

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

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 Respondents and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Respondents 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 Proposal. 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 Respondent'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 Respondent's business which is less than a controlling interest, either direct or indirect.

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

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____

Signature

Name: _____

Company: _____

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**

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Address: _____

Street

City

State

Zip

Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

**Exhibit A
Price Sheet Summary**

Instructions for completing this sheet are found in the section titled, "RESPONDENT AND PROPOSAL REQUIREMENTS".

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement (contract) with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following 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 1st to June 30th) 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. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____