

Request for

Competitive Sealed Proposal

TAC1193 Addendum2

Mobile Application - Customer Relationship Management

NIGP Commodity Code(s):

208-80 Software, Microcomputer (Not Otherwise Classified)

920-03 Application Service Provider (ASP) (Web Based Hosted)

Submit proposals (sealed) to:

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



Issued 11-15-2019

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 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. Corrected issue date for addendum 1.
2. Added to Scope of Work item E.
The mobile application should be capable of using ESRI ArcGIS Enterprise addition version 10.1.6 to establish the user's location.

QUESTIONS/CLARIFICATION:

The first 31 questions are from the teleconference.

1. **Question: Does the current application allow the user to make additional comments either in the application or through an email? Can they update what has already been submitted?**
Response: No, that is not something available currently and is a desirable feature.
2. **Question: Does the current application acknowledge addition of the new report?**
Response: Once submitted, their request shows on their list of requests as open or pending. At that point the CRM system sends email notifications of the case.
3. **Question: Does the Open 311 application have the ability to implement updates to requests?**
Response: The KANA CRM system has quite a few web services calls, and one is to update a case.
4. **Question: Can the City furnish documentation for the KANA service calls?**
Response: KANA uses Open311 compliant service calls and has their own web service calls or API's which are more robust. We cannot supply the documentation because of a non-disclosure agreement between the City and Verint. Respondents will need to contact Verint and negotiate for the documentation on any requirements or processes used to connect to their system.
5. **Question: Is there a specific contact at Verint who can address the issue of supplying the API reference?**
Response: The Verint contact names are: Steve Arsenault, Steward Connolly, Andrew Jeffers.
6. **Question: Is there a specific time line for implementation of the project?**
Response: No, we are asking Respondents to include the length of time it will take to have the application up and running.
7. **Question: Is the expense of the application a capitol purchase or operational?**
Response: The expense is built into a service or operational budget.

8. **Question: What is the GIS system being used?**
Response: ESRI ArcGIS Enterprise addition version 10.1.6
9. **Question: A universal 311 application which works with any Open311 server is available. Is the City open to using any Open311 application or is a personalized version preferred?**
Response: We prefer the application to be dedicated to Tulsa and be found by searching for Tulsa311 whether it is an application or a web-based application.
10. **Question: Is the Tulsa user base all Apple and Android?**
Response: Yes. 54% I-phone 4% I-pad and 42% are Android
11. **Question: Should there be a specific script to open based on each services request or would it be common to each?**
Response: Yes. The example given was tall grass and the high minimum required to make a report.
12. **Question: Break down in the number of requests?**
Response: Website requests of 550 per month and mobile 250 per month
13. **Question: Do you want to dynamically link the City's website to the mobile application?**
Response: The City of Tulsa's website cityoftulsa.org is responsive and will be adjusted as required by the 311 application; the current Tulsa311 portal application is not.
14. **Question: Is there an opportunity for making the Tulsa311 a responsive website as part of this project?**
Response: Yes
15. **Question: Will the City still require the users to register to report something?**
Response: Our website portal allows anonymous reports; the user is not required to log in to file a report. The mobile application requires the user to log in and as such cannot file an anonymous report. We want that to remain the way it is.
16. **Question: Does the mobile application allow the user to see all requests or only those which that individual has placed?**
Response: The website portal allows the user to see all requests whether they or another user submitted it. The mobile application allows the user to see all requests that they have submitted. The website portal allows the user if logged on, to see all of their requests whether the request was placed over the phone with a Customer Care Agent, using the mobile application or through the web portal. We want a user to see all open reports but not by whom the reports were submitted.
17. **Question: Does the application need to be ADA compliant?**
Response: No. However, if the solution is a responsive website it should be to some level ADA compliant. We ask this because the City's website is screen reader friendly.
18. **Question: What are the features referred to in Scope of Work item D?**
Response: We want to be able to build new service orders features within the types that your mobile application provides, add in different fields of information, to display a warning or advice. However, we understand that we cannot expect to create information elements and must use those which are available in a form builder with a set number of data options.

19. Question: Do we have a projected budget?

Response: We were originally reluctant to publish the amount believing that without capital dollars it would discourage participation. We intend to use annual maintenance expense which is about \$22,000 to acquire and implement and maintenance of this solution. Depending on the circumstances, an additional appropriation may increase this number by a few thousand dollars.

20. Question: Will you want maintenance support for the database and hosting for the web portal?

Response: Yes – both.

21. Question: How detailed does the rate scale need to be?

Response: The pricing can be presented in terms of total cost by milestones of the deliverables or by functionalities but must provide a total cost not to exceed.

22. Question: To add a new reporting item under the “File New Report” with the current application, do you need to do that through the KANA system or must you both the I-Phone and Android applications to list the item?

Response: Our current mobile application is not connected to our web portal. The web portal is more easily changed while we have to work with Verint to change the mobile application. Open311 is not a requirement.

23. Question: Are you basically looking for a new mobile application on a sound and stable platform that will integrate with the current investment in a database and software system that the City already has which leverages either an API or a web service?

Response: Yes, that is correct.

24. Question: What are the City’s expectations of the Service Level Agreement (SLA)?

Response: There are no specific SLA expectations. Please include a description of your standard response times and expected uptime.

25. Question: Would it be beneficial to connect the Tulsa311 site to the City of Tulsa or does the City desire to keep them separate?

Response: If the application is a mobile device only option, we would want the service entries to reflect the same as the web portal. If your solution includes providing a responsive website the City is open to replacing the current portal with the responsive website. We want to keep the Tulsa311 domain.

26. Question: Does the City of Tulsa own the Tulsa311 application?

Response: The City is the publishing entity for the IOS application we have an organization configured with Apple which include naming Verint as the developer of our application. We do not have that configuration for the Android application; it is published by Verint. We realize that changing the application in the Android store will disconnect our users.

27. Question: Is the City interested in having the “down-selected” vendors to present their demonstrations?

Response: We have a process for interviews and will let the process determine whether interviews and demonstrations are necessary.

28. Question: Does the City have a test environment for demonstrating?

Response: We have a development environment positioned behind our firewall which will need additional work to allow web access.

29. **Question: Have you seen any demonstrations of other application?**
Response: We cannot consider or reference any application outside of those presented in response to this project.
30. **Question: The solicitation describes the functioning application connected directly to the KANA server. Is it acceptable to have the vendor's server relay communication from the application to the KANA server?**
Response: Unless a portal is available for the City to make changes to the application, this method creates the same problem which the City is currently experiencing. This is not the preferred method. There is integration between Verint's mobile client and our internal client on our internal server. Tulsa311 is hosted internally. The mobile client is cloud hosted and uses APIs to connect back to our internal system.
31. **Question: Are you expecting any other integration such as telephone or an Interactive Voice Response IVR system?**
Response: No. We are only looking for a mobile application or front end to serve and accept web requests.
32. **Question: How many applications installs did Tulsa citizens download from the application store, or if you prefer, how many citizens were submitting observations via the application?**
Response: This is a little hard to determine but based on the Apple Usage that we can see we currently have an installed user base of 157 IOS users.
33. **Question: How many observations were reported via the application, please provide a date range for those.**
Response: We average about 250 a month.
34. **Question: Can you provide the API documentation? We have not heard back from our friends at Verint / Kana despite several recent attempts to register (we will keep trying).**
Response: The Seller would have to negotiate access to the API with Verint.
35. **Question: Is it possible that we could write the API for Kana side if Verint cannot provide it? (We do not believe it would difficult to do that.)**
Response: Someone would need to verify this in our contract with Kana, but I do not believe we are allowed to modify or insert data into the database. This is just standard boilerplate with a lot of third-party application contracts.
36. **Question: What is the testing platform and QA process for user acceptance?**
Response: This is more of a Customer Service question than it is a technical one. I have a feeling it would follow a similar model to the one they used for Kana.
37. **Question: How can we get the brand images for Tulsa?**
Response: We will provide them when necessary. These will come from the City of Tulsa communications department. They have a brand book that dictates how the City Logos must be used and the color/font information.
38. **Question: Can you send along the teleconference notes to us here?**
Response: The questions and answers will be published in an addendum
39. **Question: During the pre-proposal conference, the City has mentioned that vendors need to communicate with Verint KANA Lagan (Tulsa 311 City backend system) to obtain the information about the web services APIs to**

integrate with the new mobile and/or web portal solutions. We have reached out to the Verint and were informed to communicate with the City directly to obtain the information on the web services APIs. Would the City coordinate the communication between the vendor and the Verint?

Response: No, the coordination for communication is between the vendor and Verint. Please tell us who you talked to at Verint that is the opposite of what we were told at Verint.

- 40. Question: What is the estimated timeline to deploy the new solution? What is the expected project kick-off date?**

Response: We want the provider to give us a timeline of how long it will take them.

- 41. Question: How many resources are engaged in supporting the current web portal and mobile applications?**

Response: Uncertain if this is meant as a question about IT resources or who supports the mobile application from the Verint side? From the IT Side there is a primary and a backup resource that support the web portal application. There is no one that supports the mobile application as it was not developed internally.

- 42. Question: How many resources (full-time and/or part-time) will be assigned to the new project?**

Response: There would be two from IT and three from Customer Care that would be able to assist with the implementation. They won't be solely dedicated to the project.

- 43. Question: Is there a defined API (Application Program Interface) that the mobile application / web portal can use to query the system for open requests in a specific area (This would be needed to help identify duplicate requests before the user submits their request and to show requests on a map.)?**

Response: This would be handled through the Kana API. If needed ESRI ArcGIS Rest services could be leveraged, but I believe Kana itself is handling this.

- 44. Question: Can you provide any additional details about the types operations in the KANA Lagan system that are exposed by an API? Are the REST/JSON based, or XML-based?**

Response: we believed that could be the SOAP/XML-based.

- 45. Question: The existing application appears to support a list of 'My Reports' - is this list maintained on the KANA system or are those reports only stored on the device. Do users create an account or are requests simply tied together by email address?**

Response: Users have an account created in the KANA system. All the data tracks back to the one account be it entered from the mobile application, the website or by calls taken over the phone.

- 46. Question: Are the types of questions for each report type configurable in KANA? How often are they updated? Does the mobile application need to dynamically fetch the questions for each request type?**

Response: yes, in KANA but not in the current mobile application. In the future state we would prefer the two to synch up.

47. **Question: What is the current mapping/GIS system integrated with your current KANA system?**
Response: The Enterprise GIS Environment is ESRI ArcGIS 10.6.1
48. **Question: When are you envisioning a “Go-Live” / Launch of the New application?**
Response: We want the provider to give us a timeline of how long it will take them. We prefer the “Go-Live” date to be January 1, 2020.
49. **Question: For the services pricing for the ultimate RFP response, should our costs include travel, or do you reimburse for travel expenses?**
Response: All costs must be included in a “cost not to exceed” amount for the completed project.
50. **As we understand it is possible to create web application, with responsive web pages so it can be user-friendly for mobile device? No explicit need for mobile applications?**
Response: I believe in the conference call it was agreed that a mobile friendly Responsive Interface Web Application was acceptable.
51. **Question: Does every user have to have account/register profile, or one can submit incident without login? Also, if not, what are the user roles?**
Response: We have some requests on our web portal that can be anonymous and some that require logging into their profile. Our current mobile application always requires logging in by providing their email address. There are no user roles in the current application other than citizen reporting something.
52. **Question: If there are roles, what role can do what? For example, user reporter can only enter incidents and view their previous entered both on list and map. Admin can see all the incidents and remove, edit them maybe? Admin only can generate reports?**
Response: There are no existing roles in the current mobile application. We don’t have administrative access to the current mobile application. Verint has to make the changes.
53. **Question: How to check if incident is duplicated? By location, type, description, combination of multiple or all together?**
Response: Most requests are location based with type and status when it comes to eliminating duplicates from current open requests.
54. **Question: Do we need to make sure that images we send to server from client application are reduced to specific resolution? Where do we store images, centralized DB, existing City server?**
Response: We currently accept images. We are not aware of any limit on the specific resolution or sizes. We store images in the KANA database.
55. **Question: Do we by ourselves configure server for application, or we get one from the City?**
Response: Where the City hosts the application and where the application is externally hosted. In an external hosting scenario, the Seller would be responsible for all configuration and maintenance. In an internal hosted scenario, the City would configure the environment and work with the Seller to install the final application through monitored remote sessions.
56. **Question: Can administrator of the application edit incident requests that regular user uploaded, or can he maybe reject/delete them?**

Response: Currently we can edit the requests once it arrives in the main KANA database. This change would not appear on the user's phone.

57. Question: What are the reports (exact data, file format...) that application should generate and how often? Who has access to reports, only admins?

Response: Since all service requests will end up in the KANA database we can manage reports through it. We do not currently have a report platform that provides information about the mobile applications performance and user stats.

58. Question: How many 311 reports are submitted via phone call?

Response: Via phone calls to agents – average 6,500 or 78,000 annually.

59. Question: How many 311 reports are submitted via the website per year?

Response: Via website – average 550 monthly or 6,600 annually.

60. Question: How many 311 reports are submitted via the mobile Apps per year?

Response: Via mobile phone app – average 250 monthly or 3,000 annually.

61. Question: Do the new CRM need to integrate with any other CRM systems or Legacy systems?

Response: Yes, it must integrate with our CRM provided by Verint, which is KANA 14R1.

62. Question: Do you wish to continue to offer the live web-based chat? How many chat sessions do you log each year?

Response: No, the solicitation indicates that we are not replacing our existing live chat application.

63. Question: Will you need to migrate data from Verint Systems to the new system?

Response: No, the solicitation indicates that we are not replacing our existing CRM application.

64. Question: Are you looking for only a mobile App or the web-based CRM as well?

Response: We requested proposals for a mobile application which must interface with our existing CRM.

65. Question: How many staffers at the office will use the web-based console? How many in-the-field staffers will use the console?

Response: We requested proposals for a mobile application for citizens which must interface with our existing CRM.

66. Question: When do you intend to have the new CRM in place?

Response: The solicitation indicates that we are not replacing our existing CRM application.

67. Question: Does KANA make use of the Open 311 format?

Response: The current KANA mobile app uses Open 311 format.

68. Question: Is there a KANA API available for our system to POST data to the KANA system or to GET data from the KANA system?

Response: KANA does has web service calls to POST or GET data from the system. It also has an integration feature that can run stored procedures to connect to other databases.

Issued 11-10-2019

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:

The last date to submit a response has been extended by two weeks to Wednesday, December 4, 2019

QUESTIONS/CLARIFICATION:

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I. STATEMENT OF PURPOSE:

With this Competitive Sealed Proposal (CSP) request, we are searching to secure services to provide a mobile device application and/or web portal for use by the citizens of the City of Tulsa (City) to report and monitor community incidents.

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, December 04, 2019, Central Standard Time**. Proposals must be sealed in an envelope or box clearly labeled **“TAC1193 Mobile Application - Customer Relationship Management”**. Proposals arriving late will be returned unopened.
2. Proposals must 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 this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on **November 6, 2019**.

**Terry Thomas, Senior Buyer
tthomas@cityoftulsa.org**

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions 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.

Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.

6. **Pre-proposal Teleconference:** A non-mandatory teleconference will be held on Wednesday, October 30, 2019 at 1:30 PM CDT. Details will be provided three days in advance to those who register with the Project Buyer. Registration must occur no later than 24 hours before the conference.
7. 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**

B. General Notifications

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
 - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;
 - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
 - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;
 - d. To negotiate mutually agreeable terms in a contract;
2. 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.
3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

“Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices 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.

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 Competitive Sealed Proposal request 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. CAUTIONARY NOTE:

Our existing mobile device application communicates with an active functioning customer resource management system.

PLEASE do NOT enter reports to test system functions and features.

IV. BACKGROUND:

The City of Tulsa is currently using Verint Systems Inc., mobile device application Open311 for Citizens and employees to send incident reports to the City which include:

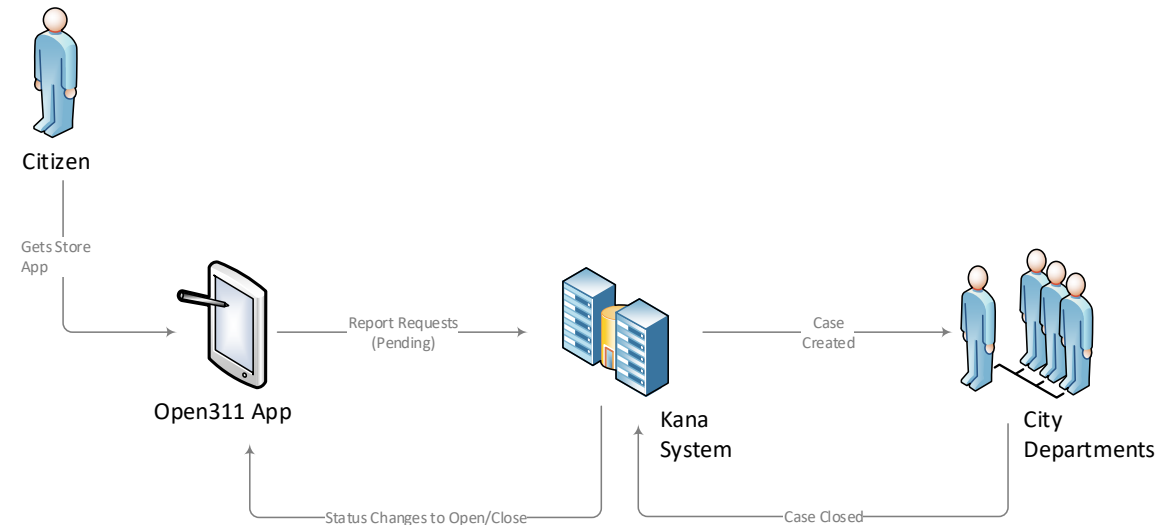
- Aggressive/ Loose Animal
- Broken Parking Meter
- Abandoned Vehicle
- Dead Animal Pickup
- Graffiti
- Pothole
- Traffic Light/Sign Issue
- Overgrown Yard
- Flooding/Broken Water Lines

The reports are received directly into the City’s existing customer “care” or resource management system (CRM); KANA Lagan which is also a product from Verint. Some reports are automatically distributed to the appropriate City Department.

The complexity and limitations of the existing mobile application makes it difficult, if not

impossible, to complete changes and/or fix issues. Slow response by Verint to technological trends, as in where Android and Apple Stores promotes a change, renders the mobile application unusable for prolonged time periods.

Examples of circumstances where lagging implementation by the current vendor caused month long outages include when their code had not been updated to work with changes in the iPhone store and another time with Google Maps. These long periods of inoperability caused many of our Citizens to discontinue its use.



Existing System

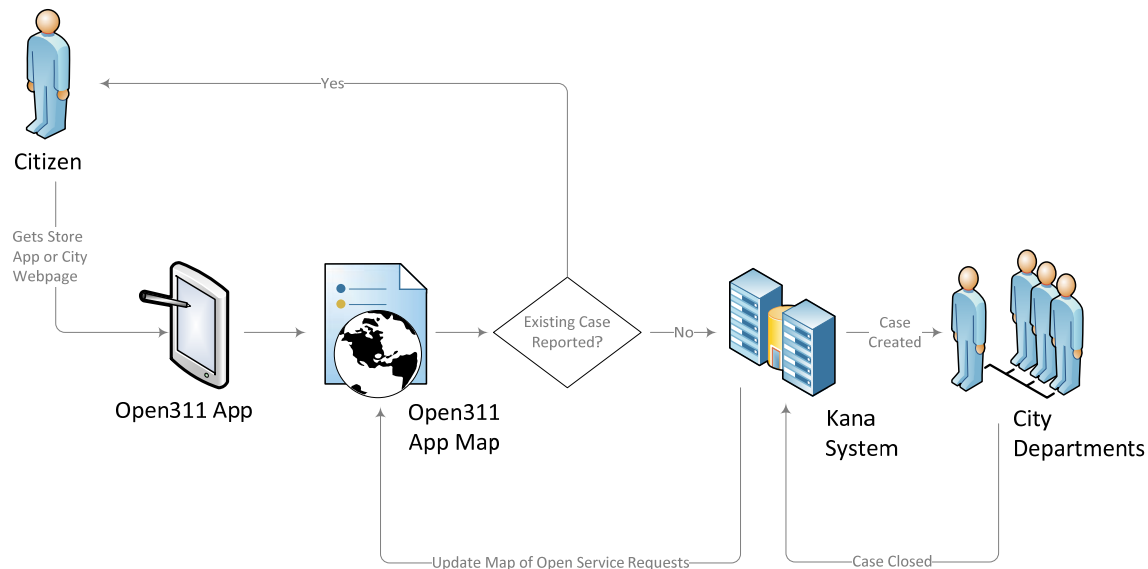
V. **SCOPE OF WORK:**

- A. The Respondent shall provide, install and configure a fully developed previously deployed mobile device application and/or device responsive web page/web portal for establishing and monitoring community incident reports within the City's existing CRM system; Verint KANA Lagan.
- B. The Respondent's mobile device application shall seamlessly integrate with KANA 14.R1 system to submit and view requests; replacement CRM systems will not be considered.
- C. The Respondent's mobile device application shall:
 - 1. compare new to existing requests to eliminate duplicates
 - 2. display open service requests to Citizens through map data visualization
 - 3. accommodate uploading images
 - 4. automatically log the location of the incident in the report
- D. The Respondent shall provide City employees an easy to use platform to make changes to service requests or features of the mobile application.
- E. The mobile application should be capable of using ESRI ArcGIS Enterprise addition version 10.1.6 to establish the user's location.

VI. DELIVERABLES:

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

- 1) A dynamic easy-to-use fully functional mobile device application and/or web portal for use by the citizens of the City of Tulsa (City) to report and monitor community incidents.
- 2) A responsive service level agreement (SLA) to support repair and change requests.



Desired System

VII. RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A. One (1) unbound original and one (1) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or USB flash drive.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Respondent's team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C. A description of three (3) previous projects that Respondent's firm has conducted for municipal 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. 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.

- F. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request 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. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.
- G. A completed Respondent Questionnaire
- H. A completed Price Sheet Summary

VIII. EVALUATION OF PROPOSALS:

A panel consisting of not less than four (4) 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 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 successful Respondent.

Evaluation Criteria

Criteria	Points
Price	30
Integration with the City Verint KANA Lagan system and secondary systems	30
Capacity to offer Citizens a map view of open requests	10
Ease of use for development and maintenance	10
Ability to identify and inform Citizens of duplicate requests	10
Quality and structure of bid response	10
Total Points Possible	100

IX. TIME FRAME FOR REVIEW:

The committee expects the evaluation and selection process to be completed with three (3) to five (5) weeks. However, this period depends on the number of participants and the complexity of the proposals.

X. AWARD OF PROPOSALS:

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

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 Services 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 CSP request specifications,
11. If a point system has been utilized in the CSP request 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.

XI. MISCELLANEOUS:

- A. Your response to this CSP request will be considered part of the contract, if one is awarded to you.
- B. All data included in this CSP request, 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 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.

- F. The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.

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XII. Respondent Questionnaire

1. How many municipal clients do you have?
2. Describe your support model.
3. As technology changes describe your upgrade/update policy.
4. Does your mobile device application provide the ability to display open service requests to Citizens on mobile device application through map data visualization?
5. Are users able to upload pictures and file attachments?
6. Does your product work with Google Maps or similar GIS to provide location address with longitude and latitude?
7. Describe process to create, update, or remove requests on your mobile device application.
8. Provide an overview of the features your mobile device application will provide.
9. What is your uptime?
10. Do you have the ability to seamlessly integrate/interface with KANA 14.R1?
11. Do you have an API or web services?
12. Is your product able to recognize duplicate requests?
13. Is your mobile device application responsive web pages or phone-based application?
14. If device responsive web pages, can it also be used as an online portal?
15. Are users able to access/install through their smart devices store?
16. Will a relationship manager be assigned to this project?
17. What quality assurance measures will be provided in relation to vendor support?
18. What sets your company apart from your competitors?
19. Do you have predictions on new technology trends related to the customer service mobile device application industry?

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, including any Trustee, and/or employee 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**

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 Propose 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: _____

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**

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:

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: _____

Price Sheet Summary

Exhibit A

Outline the services to be provided under each phase of work. Include an hourly rate schedule by personnel and the proposed number of hours budgeted for each member of the Respondent firm/team for each phase.

Your proposal must include a cost not to exceed amount which encompasses all areas of work described in the Scope of Work, each item listed under Deliverables and annual cost of licensing and system support.

Provide pricing details for all services quoted in this CSP along with any implementation costs, exception items and available discounts.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a 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 its 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 must be 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 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: _____