Request for Proposal
TAC723C

Professional Services for
Financial and Compliance Auditing

NIGP Commodity Code(s):
946-20 Auditing Services

Submit proposals (sealed) to:
Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
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I. **STATEMENT OF PURPOSE:**

With this Request for Proposal (RFP), we are searching to secure professional services to provide financial statement and compliance audit services. 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 TAC723C, Financial and Compliance Auditing”.

   **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 of Tulsa (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

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. **SCOPE OF WORK:**

A. The Respondent shall perform auditing and other services in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards for financial audits set forth in the U.S. General Accounting Office’s Government Auditing Standards; and the provisions Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

B. The Respondent shall ensure that the Audit Committee, Authority Boards, and the City Council are included in all required communications. The Audit Committee is comprised of four Tulsa area residents appointed by the Mayor of the City, the Mayor (or his/her designee), the City Auditor, and one City Councilor (or his/her designee).

C. The Respondent shall provide special assistance to the City to meet the program requirements and submit the Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program.

D. The Respondent shall provide special assistance to the City and authorities to prepare one or more Official Statements in connection with the sale of debt securities. The Official Statement will contain the basic financial statements and the Respondent’s audit report thereon. The Respondent may be required, if requested by the City, to issue an opinion on the Basic Financial Statements as a stand-alone report.

E. The Respondent shall provide services for the City of Tulsa, Related Authorities and Special Services beginning with the year ending June 30, 2020, as listed in the following tables.

**Entities included in this RFP requiring separate audit reports:**

| City of Tulsa – Comprehensive Annual Financial Report | N/A | City Hall |
| Metropolitan Tulsa Transit Authority (MTTA) | Yes | MTTA |
| Regional Metropolitan Utility Authority (RMUA) | Joint venture | City Hall |
| Tulsa Authority for Recovery of Energy (TARE) | Yes | City Hall |
| Tulsa Development Authority (TDA) | Yes | City Hall |
| Tulsa Industrial Authority (TIA) | Yes | City Hall |
| Tulsa Metropolitan Utility Authority (TMUA) | Yes | City Hall |
| Tulsa Parking Authority (TPA) | Yes | City Hall |
| Tulsa Public Facilities Authority (TPFA) | Yes | City Hall |

**Special Services:**

| TPACT – Site F Parking Operations – Note 1 | Audit | SP+ |
American Parking (API) – Internal Control Understanding and Testwork
Agreed procedure API

SP+ Parking (SP+) – Internal Control Understanding and Testwork
Agreed procedure SP+

Consent letter for bond issuances
As needed

Report to State Auditor & Inspectors - Form SA&I 2643
Compilation City Hall

Authorities included in the reporting entity, audited by other Organizations:
Tulsa Stadium Trust, a blended component unit
Tulsa Performing Arts Center Trust, a component unit
Tulsa Airports Improvement Trust, a component unit
The Operations of the Cox Business Convention Center, a blended component unit (TPFA)
The Operations of the BOK Center, a blended component unit (TPFA)
Emergency Medical Services Authority, a joint venture

Notes:
(1) Audit of revenues and expenses at SP+

F. The Seller shall complete work on or before the dates developed and agreed to by the City and the Seller in the Detailed Audit Plan and a list of schedules to be prepared by the City.

G. The Seller and the City shall develop a report issuance schedule for the City and Authorities. The issuance schedule will contain specific dates for fieldwork, client prepared schedules, draft report completion, report presentations, each level of audit review, draft issuance and final report issuance.

H. The Seller and the City shall schedule the conference, progress reporting and meetings which include:
   1. Entrance conference with the Director of Finance and Controller
   2. Weekly status meetings during audit period with Controller.
   3. Presentation of audit reports to the Audit Committee, management, City Council, and authority boards.

I. The Seller shall retain all workpapers and reports, at the Seller’s expense, for a minimum of three (3) years, unless notified in writing by the City of the need to extend the retention period. The Seller shall make workpapers available, upon request, to the following parties or their designees:
   1. City
   2. All Departments and Agencies of the U.S. Government, which provide funding to the City.
   4. Parties designated by the federal or state governments or by the City as part of an audit quality review process
   5. Auditors of entities of which the City is a subrecipient of grant funds

J. The Seller shall respond to the reasonable inquiries of successor auditors and allow successor organization to review workpapers relating to matters of continuing accounting significance at no cost to the City or successor organization.
IV. **DELIVERABLES:**

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

A. An opinion on the fair presentation of its Basic Financial Statements, as well as the separate entities listed in item Workpaper Retention and Access, in conformity with generally accepted accounting principles.

B. Conduct limited procedures as outlined in Section AU 558.07 of the American Institute of Certified Public Accountants’ (AICPA) Professional Standards for the RSI, not to include auditing the required supplementary information (RSI) or the statistical section of the Comprehensive Annual Financial Report. The combining, individual fund, and component unit financial statements and supplementary information of the comprehensive annual financial report shall have an "in-relation-to" opinion.

C. An opinion, in accordance with Uniform Guidance, as to whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole; a report on internal control related to the financial statements and major programs; and a report on compliance with laws, regulations, and the provisions of contracts and grant agreements.

D. An Independent Accountant’s Compilation Report on the report to the Oklahoma State Auditor and Inspector (Annual Summary of City and Town Finances - Form Number SA&I 2643).

E. Reports for each entity listed in Scope of Work as appropriate:
   1. Report on the fair presentation of the basic financial statements in conformity with generally accepted accounting principles.
   4. Written communications of control deficiencies.
   5. Independent Auditor’s Report and Schedule of Cash receipts and Disbursements of the Tulsa Performing Arts Center Trust Parking Lot.

V. **RESPONDENT AND PROPOSAL REQUIREMENTS**

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

A. **Proposal Construction and Organization**

   An original unbound copy (so marked) of your Proposal and nine (9) bound copies plus one (1) digital copy (compact disc or USB drive) to include the following:
   1. Title Page—Title page showing the request for proposals subject; the
Respondent's name, contact information, and date of the proposal.

2. Table of Contents.

3. Transmittal Letter - A signed letter of transmittal briefly states the Respondent's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Respondent believes it to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period.

4. Detailed Proposal - The detailed proposal should follow the order set forth in Section VII B of this request for proposals.

5. Respondent Information Sheet along with executed copies of Affidavits, General Terms, Respondent Guarantees and Respondent Warranties, attached to this RFP (Appendix A and Appendix B).

6. Price Sheet Summary incorporating Appendix C.

B. Proposal Content

1. General:

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the Respondents seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the Respondent and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The proposal should address all the points outlined in the request for proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, items Nos. 2 through 13, must be included. They represent the criteria against which all the proposal will be evaluated.

THE PROPOSAL DOCUMENT SHOULD BE NO MORE THAN 25 PAGES IN ITS ENTIRETY.
(Excluding cover, affidavits, contact sheet and general terms)

2. Independence:

The Respondent should provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards / the U.S. General Accounting Office's Government Auditing Standards (2011).

The Respondent also should provide an affirmative statement that it is independent of all of the component units of the City as defined by those same standards.

The Respondent should also list and describe the Respondent's (or proposed sub-contractor's) professional relationships involving the City or any of its [agencies or component units/agencies], for the past five (5) years, together with a statement explaining why such
relationships do not constitute a conflict of interest relative to performing the proposed audit.

3. Licensed to Practice in Oklahoma / Licensed to Perform Governmental Audits:
   a. An affirmative statement should be included indicating that the Respondent and all assigned key professional staff are properly licensed to practice in the State of Oklahoma.
   b. An affirmative statement that the Respondent is licensed to perform governmental audits in the State of Oklahoma.

4. Respondent Qualifications and Experience:
   The proposal should state the size of the Respondent’s organization, the size of the Respondent's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. If the Respondent is a joint venture or consortium, the qualifications of each Respondent comprising the joint venture or consortium should be separately identified and the Respondent that is to serve as the principal auditor should be noted, if applicable.
   
The Respondent shall provide a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

   The Respondent shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. The Respondent shall provide information on the circumstances and status of any disciplinary action taken or pending against the Respondent during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience:
   The Respondent shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the audit and indicate whether each such person is licensed to practice as a certified public accountant in Oklahoma.

   The Respondent also should provide information on the government auditing experience of each person, assigned to the audit.

6. Engagements with Government Entities:
   For the Respondent's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements must be ranked on the basis of total staff hours.

7. Specific Audit Approach:
   The Respondent's proposal shall set forth a work plan, including an
explanation of the audit methodology to be followed, to perform the services required in Section II of this RFP. Respondents will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement.
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
c. Approach to be taken to gain and document an understanding of the internal control structures.
d. Approach to be taken in determining laws and regulations that will be subject to audit test work.
e. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. Identification of Anticipated Potential Audit Problems:

The proposal shall identify and describe any anticipated potential audit problems, the Respondent's approach to keeping clients advised of new authoritative guidance and assistance in implementing.

9. Interim Fieldwork:

The City is looking for ways to level the audit workload. The proposal should indicate to what extent the Respondent is committed to achieving this objective, and how the Respondent expects to implement this objective.

10. Respondent’s expertise in preparing a CAFR and experience with the Certificate of Excellence in Financial Reporting program.

11. Report delivery time requirements. The City is committed to issuing its reports as timely as possible. The proposal should indicate how the Respondent will help achieve this objective.

12. The Respondent’s willingness to provide a peer review report if their Respondent is selected.

13. The Proposed Fees:

a. The first page of the dollar cost bid should include the following information:

1) Name of Respondent or Respondent organization
2) Certification that the person signing the proposal is empowered represent the Respondent, to submit the bid, and legally authorized to bind the Seller to a contract with the City under the law of the State in which the Seller is legally organized,
3) A Total All-Inclusive maximum price separately stated for the years 2020 to 2024 for all services requested.

b. The second page of the dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C) that supports the total all-inclusive maximum price.
VI. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees 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. 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).

The following represent the principal selection criteria which will be considered during the evaluation process.

A. Mandatory Elements:

1. The Respondent is independent auditor and licensed to practice in Oklahoma.
2. The Respondent’s professional personnel have received adequate continuing professional education within the preceding three years and have extensive experience in GASB 34 financial statements.
3. The Respondent has no conflict of interest with regard to any other work performed by the Respondent for the City.
4. The Respondent submits a copy of its most recent external quality control review report and the Respondent has a record of quality audit work.
5. The Respondent adheres to the instructions in this request for proposals on preparing and submitting the proposal.
6. The Respondent’s willingness to provide a peer review report if selected.

B. Technical Qualifications: (maximum points - 70)

1. Expertise and Experience (maximum points - 40)
   a. The Respondent’s past experience and performance on comparable government engagements.
   b. The quality of the Respondent’s professional personnel to be assigned to the engagement and the quality of the Respondent’s management support personnel to be available for technical consultation.
   c. The Respondent’s expertise and experience with the GFOA’s Certificate of Excellence in Financial Reporting program.
   d. The Respondent’s experience with issuances of general obligation and revenue bond.
2. Audit Approach (maximum points - 30)
   a. Adequacy of proposed staffing plan for various segments of the engagement.
   b. Plan for interim fieldwork.
   c. Other proposed approaches and innovative ideas.

C. Cost: (maximum points - 30)
VII. 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.

VIII. 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.

IX. 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:


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

H. **Predecessor Workpapers:** Workpapers of continuing accounting significance will be provided by the incumbent auditors to the successor auditor at no cost to either the City or the successor auditors.

I. **Manner of Payment:**

1. Professional Auditing Services – City: Two progress payments will be made. Ten percent (10%) will be withheld from each billing pending delivery of final reports. After the satisfactory issuance of the City’s component unit financial statements included in item G, the Single Audit Report, the Comprehensive Annual Financial Report, and the State Auditor Report, the 10% withheld will be paid.
2. Professional Auditing Services – Authorities: One payment will be made after completion of field work.

J. Description of The Government:
   1. Please visit the City's website at: https://www.cityoftulsa.org/government/departments/finance/financial-reports/
      for background information on the following: fund structures, budgetary basis of accounting, federal and state financial assistance, and pension plans. Funding for the years to be audited should be similar to prior years.

2. The Finance Department is headed by James Wagner, Director of Finance. The Accounting Division of the Finance Department has 30 employees.

3. The City has an Internal Audit Department headed by Cathy Carter, City Auditor

K. Assistance to be provided to the Seller:
   1. The Finance Department: The Finance Department staff will be available during the audit to assist the Respondent by providing information, documentation, explanations, and prepare confirmations.

   2. Information Technology Department (IT) Assistance: IT personnel will provide systems documentation, explanations and access to systems for control testing.

   3. Statements and Schedules to be prepared by the Staff of the City: City staff will prepare schedules in the list of client prepared schedules, a copy of which is available upon request.

   4. Work Area: The Respondent will be provided with reasonable work space, desks and chairs. The Respondent will also be provided with a network connection for accessing accounting reports and data files.

   5. Report Preparation: The City will be responsible for preparing the CAFR and most Authority Reports, excluding MTTA and TPACT – Site F Parking Operations report. The City will be responsible for printing the CAFR. The Respondent’s auditor will be responsible for printing the Authority Reports and the Compliance Reports

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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
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: ________________________________________

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## 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)

- [ ] Sole Proprietorship  
- [ ] Partnership  
- [ ] Corporation  
- [ ] Limited Partnership  
- [ ] Limited Liability Company  
- [ ] Limited Liability Partnership  
- [ ] Other: ________________

**Address:**

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<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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**Website Address:**

**Email Address:**

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**Sales Contact:**

**Legal or Alternate Sales Contact:**

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<tr>
<th>Phone:</th>
<th>Phone:</th>
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<tr>
<th>Fax:</th>
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<th>Email:</th>
<th>Email:</th>
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Price Sheet Summary

This price sheet must include the format from Appendix C and all elements as described in the section titled, “RESPONDENT AND PROPOSAL REQUIREMENTS”, sub section, “Proposal Content”

Company Name: ______________________________  Date:  ____________________
Signature: ___________________________________
Name Printed:  _______________________________
Title:  _______________________________________  

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)
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. **Renews.** 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 actions 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:  _____________________________________
APPENDIX A
RESPONDENT GUARANTEES

The Respondent certifies it can, and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Respondent
Official: ____________________________

Name: ______________________________

Title: _______________________________

Respondent Organization: ______________

Date: ________________________________
APPENDIX B
RESPONDENT WARRANTIES

A. Respondent warrants that it is willing and able to comply with State of Oklahoma laws with respect to foreign (non-state of Oklahoma) corporations.

B. Respondent warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

C. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the City.

D. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Respondent
Official: 

Name: 

Title: 

Respondent Organization: 

Date: 
## APPENDIX C

**FORMAT FOR PROFESSIONAL FEES AND EXPENSES**

**FOR THE AUDITS OF THE CITY OF TULSA AND RELATES AUTHORITIES**

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<th>2020</th>
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<th>2022</th>
<th>2023</th>
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<td>Regional Metropolitan Utility Authority (RMUA)</td>
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<tr>
<td>Tulsa Authority for Recovery of Energy (TARE)</td>
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<td>Tulsa Development Authority (TDA)</td>
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<td>Tulsa Industrial Authority (TIA)</td>
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<tr>
<td>Tulsa Metropolitan Utility Authority (TMUA)</td>
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<td>Tulsa Parking Authority (TPA)</td>
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<tr>
<td>Tulsa Public Facilities Authority (TPFA)</td>
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<td><strong>Special Services:</strong></td>
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<td>American Parking (API) – Internal Control Understanding and Testwork</td>
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<td>SP+ Parking (SP+) – Internal Control Understanding and Testwork</td>
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<td>Consent letter for bond issuances</td>
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**Notes:**

(1) Audit of revenues and expenses at SP+
APPENDIX D
FY2019 SCHEDULE OF AUDIT FEES

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<th>Reporting Entries</th>
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<td><strong>$362,200</strong></td>
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