

# Request for Proposal

23-901

**Professional Services for:**

Point-of-Sale System for BOK Center & Cox Business Convention Center

**Department:** Parks, Culture & Recreation

**NIGP Commodity Code(s):**

037-18, 204-90, 205-90, 958-15, 958-68, 961-15, 962-19

**RFP Schedule**

EVENT	DATE
RFP Issue Date	8/05/2022
Pre-Proposal Conference <i>Location   Zoom/Teams link</i>	No Pre-Proposal Meeting
Deadline for Questions <i>Submit to assigned buyer via email.</i>	08/22/2022 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	08/31/2022

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org  
*All questions should be emailed with RFP 23-901 in the subject line.*

**Submit proposals (sealed) to:**

Office of the City Clerk  
 City of Tulsa  
 175 E. 2<sup>ND</sup> St.  
 Suite 260  
 Tulsa, OK 74103



**I. OVERVIEW:**

With this Request for Proposal (RFP), the City of Tulsa in association with its Bank of Oklahoma Center (BOK) and Cox Business Convention Center facility manager, ASM Global, is seeking proposals from highly qualified firms to for a point-of-sale system (“POS system”) supporting the requirements of the BOK Center and Cox Business Convention Center (together, the “Facilities”). The Facilities are operated by ASM Global and are multifunctional facilities capable of hosting a variety of events including but not limited to concerts, family shows, theatrical performances, banquets, and hockey games.

We enthusiastically look forward to receiving your proposal.

**II. GOALS:**

The goal of this procurement is to secure a POS system that creates an exceptional user experience allowing for easy and fast ordering that maximizes sales opportunities.

The POS system must utilize the latest technology allowing for low-touch and no-touch transacting, accept contactless and digital payment methods and allow for mobile ordering while allowing for the tracking of sales metrics and streamlined close out processes.

**III. BACKGROUND:**

The City of Tulsa, through its contracted operator ASM Global, operates the BOK Center, a 19,000-seat multipurpose event center (arena) and the Cox Business Convention Center, a 310,000 square foot meeting, banquet, and convention center. These facilities host hundreds of events annually with hundreds of thousands of guests. The City desires to procure a state-of-the-art POS system to be used by the City’s contracted Facility and food and beverage services provider for concession, premium, suite, lounge, and banquet sales to customers.

**IV. TIMELINE:**

The schedule below provides estimated dates for the RFP and contracting process. The City may adjust this schedule as needed.

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	08/05/2022
Deadline for Questions	08/22/2022
<b>PROPOSAL DUE DATE</b>	<b>08/31/2022</b>
Begin proposal evaluations	09/02/2022
Interviews with proposers (If Needed)	09/06/2022
Negotiations with apparent successful proposer begin (anticipated)	09/13/2022
Execute contract (anticipated)	09/28/2022
Begin service delivery (anticipated)	10/01/2022

## V. SCOPE OF WORK:

The successful respondent (“Seller”) will be required to design, coordinate, supply, install and test the complete POS system for the project in accordance with the terms of the RFP and any future Addenda. The scope of the work includes all installation and training labor, materials, tools, transportation services, supervision, coordination, etc., necessary to complete the installation of the POS system as described in this RFP.

Each proposer’s RFP response should address each of the following requirements. If the respondent cannot or does not meet a requirement found in this section, respondent should indicate that on the form provided - **Exceptions to Supporting Scope of Work Requirements**.

Scope of Work includes but is not limited to the following items:

1. Seller responsible to furnish, receive, install, and commission a complete and fully operational, state-of-the-art POS system and equipment for the Facilities’ food and beverage operations.
2. Prior to entering a contract for the project, Seller is responsible for notifying City of any equipment omissions in the RFP documents that would prevent the completion of a fully operational system. If Seller fails to notify City of any equipment omissions Seller shall assume responsibility for providing the required equipment at no cost to the City.
3. Seller is responsible to coordinate, and field verify that each POS unit can fit in the existing or new location of the facilities prior to ordering of equipment.
4. Seller shall **NOT** be responsible for the removal and disposal of all existing POS system equipment.
5. Submittals: Provide Manufacturers Product Data on all types of proposed POS units.
6. Warranty does not start until all POS units are set in place, commissioned and the City’s designated representative has confirmed receipt and acceptance of the equipment. Warranty should cover all equipment provided.
  1. a) Seller shall warrant POS units and other equipment for three (3) years following the placement and commissioning of equipment.
  2. b) During warranty period Seller shall repair or replace defects that occur.
  3. c) Upon Seller’s receipt of failed part, Seller shall return repaired or replacement part to the City within fifteen (15) business days from Seller’s receipt of bad part.
  4. d) Identify local service or local authorized service agent to provide technical support service within 24 hours.
7. Commissioning/Mock Event:
  1. Upon notice from the Seller of Substantial Completion of the Work, Seller will arrange for testing of all operations of the system & Equipment to test and show City’s Representative that all equipment is working properly.
8. Training:
  1. Seller has included cost to provide designated employees’ training on any provided equipment or software.
  2. Training shall cover the operation and troubleshooting of the displays and control equipment.
9. Schedule:
  1. Within one week of execution of contract, Seller shall provide Gant chart schedule outlining the submittal duration, lead time on equipment, delivery/receiving, install, substantial completion, commissioning, etc.

**Point-of-Sale Hardware Requirements**

- A) All equipment must be new. Refurbished equipment will not be considered.
- B) Must be a PCI (Payment Card Industry) Validated Point-to-Point Encrypted Device per the PCI Counsel and must have a current certification.
- C) Must have at least four (4) USB ports to connect various peripherals.
- D) Each **Fixed POS Bundle** must include the following components:
  - a. 12" High Resolution POS Touch Screen Display
  - b. Ethernet, WiFi and Cellular LTE connection options and have the ability to switch the connectivity profiles with ease.
  - c. All power and network cables required to provide power and network connectivity to the City supplied Ethernet jack.
- E) Each **Fixed POS Bundle** must include the following components:
  - a. Customer Thermal Receipt Printer: it is preferred that it does not require separate power.
  - b. Cash Drawer: it is preferred that it does not require separate power.
  - c. Payment Device that provides acceptance of Swipe, EMV Dip, Contactless EMV and NFC Mobile Wallets including Apple Pay, Google Pay, etc... : it is preferred that it does not require separate power.
  - d. 1D/2D/QR Code Barcode Scanner: it is preferred that it does not require separate power.
  - e. Rear-facing customer display: it is preferred that it does not require separate power.
- F) Each **Mobile Wi-Fi POS Bundle** must include the following components. An All-in-one device is preferred. If the proposed device is not all-in-one, please describe how the components below fit into the configuration.
  - a. POS Touch Screen Display
  - b. Customer Thermal Receipt Printer.
  - c. Payment acceptance that provides acceptance of Swipe, EMV Dip, Contactless EMV and NFC Mobile Wallets including Apple Pay, Google Pay, etc...
  - d. 1D/2D/QR Code Barcode Scanner
  - e. Must be able to connect to the cloud via WiFi.
  - f. Internal Battery that provides at least 6 hours of battery backup
- G) Each **Mobile Cellular POS Bundle** must include the following components. An All-in-one device is preferred. If the proposed device is not all-in-one, please describe how the components below fit into the configuration.
  - a. POS Touch Screen Display
  - b. Customer Thermal Receipt Printer.
  - c. Payment acceptance that provides acceptance of Swipe, EMV Dip, Contactless EMV and NFC Mobile Wallets including Apple Pay, Google Pay, etc...
  - d. 1D/2D/QR Code Barcode Scanner
  - e. Must be able to connect to the cloud via LTE, Verizon preferred.
  - f. Internal Battery that provides at least 6 hours of battery backup
- H) Each **Fixed Kitchen Display System Bundle** must include the following components.
  - a. Touch Screen Display (12" minimum) with standard stand and mounting brackets
  - b. Option to print order via Ethernet Impact Printer for Incoming Orders

**Point-of-Sale Hardware Required by Type**

The Table below lists the minimum hardware required by type. Seller must also include any additional hardware that is needed to perform the Operational Workflow, Scope of Work, and Functional Requirements in accordance with the terms of the RFP.

Unit Type	Base Units	Optional Additional Units	Total
Fixed POS Bundle	179	21	200
Mobile Wifi POS Bundle	60	25	85
Mobile Cellular POS Bundle	15	0	15
Fixed Kitchen Bundle	8	9	17

**Point-of-Sale (POS) Software Requirements**

The Table below shows the software requirements necessary to facilitate the desired operation and provide the desired guest experience at Facilities. Respondents must include all software modules required to achieve that functionality and guest experience. Please ensure that all recurring software required for the below is detailed out on the Seller Detailed Quotation included with the response as well as the summary included in the Software category on the Summary Bid Form attached. Respondents should provide the 5-year cost for items marked with \* **(1 through 5)** below in the Seller Detailed Quotation and the Summary Bid form while the other software requirements below should be quoted for year 1 only on the same.

1*	Tablet Licenses Software for each POS Device
2*	Perpetual Inventory, Stand-sheets and Cash Room Software
3*	Reporting Software that allows for the automation of data exports
4*	Software required for integration to City provided digital menu board platform
5*	All software required to create and store suites customer information, place pre-orders, run kitchen production reports and provide suites receipts in order to run a full suites operation.
6	All software required to provide a Seller-hosted web portal where Facilities' suites customers can place suite pre-orders for upcoming events and where those customer- entered pre-orders will directly flow into the suites pre-order management system mentioned in #5 above.
7	All software required to provide customer self-service mobile ordering (any transactions fees that are on top of the software subscription cost should be detailed in the Seller Detailed Quotation as a separate line item)

8	Any software required for the integration of the customer self-service mobile ordering platform to the proposed POS system (if not included in #7 above)
9	Gift Card and Stored Value software required to sell, activate and redeem gift cards through the proposed POS platform.
10	Software required to create and automatically apply various promotions including dollar-based discounts, percentage-based discounts and menu item price replacements to the transactions of qualified guests/fans
11	Any software required for the direct integration to Facilities' current ticketing provider – Ticketmaster

**Point-of-Sale Functional Requirements**

- A) The proposed POS system must provide options for working offline as seamlessly as possible in the event a network connection is not available. All POS Units must have the capability of running in offline mode for an extended period of time and provide no impact to the end user. Transaction time should not be impacted, and credit card transactions must complete in under 4 seconds.
- B) Perpetual inventory control, and event management software with cash room module must be included in the response. The event management software must provide stand-sheet functionality to reconcile inventory sales to cash and other tender.
- C) The solution must include integrated credit card authorization and settlement. No third-party credit card interfaces will be allowed.
- D) Magnetic card readers must be able to support third party gift cards, loyalty cards, etc.
- E) POS system must automatically batch and settle credit cards at the end of the night with no human interaction.
- F) Fixed POS Units are to be used to enter closing data including ending, spoilage, gratis and returns for inventory item.
- G) POS units must have the ability to support digital signature on a location-by-location basis.
- H) POS System must allow multiple levels of security to promote restrictions on certain functionality.
- I) Sales information must be accessible from any device with an internet browser and internet access including mobile devices and tablets.
- J) Administrative site must be accessible via any web browser through any device with access to the Internet and proper log-ins.
- K) System must have easy to manage inventory system that includes warehouses, purchasing, receiving, stock items, transfers, recipes and stand sheets.
- L) System must have the ability to view inventory status levels by stand/location at any time.
- M) The system must be able to view current sales, top sellers, transaction volume and key data through a dashboard interface.
- N) Fixed POS devices must have the ability to switch between traditional cashier workflows and customer self-service workflows in less than 60 seconds by selecting a different application on the device.
- O) System must provide customer self-service mobile ordering that is fully integrated to the POS platform. Third-party mobile ordering platforms will be accepted.
- P) POS platform must integrate with City-owned digital menu board platform (specifically noted as PING) and provide the ability to update digital menu board with pricing automatically.
- Q) Must have a web-based Suites online pre-order portal where suite holders can place suite event orders for upcoming events. The online pre-order portal must be hosted by the Seller and must not require any servers or service host machines on premise.
- R) Must have the ability to generate an emailed PDF receipt for suites and catering orders.
- S) Must have the ability to automatically configure multiple promotion groups and apply those promotions to the check automatically by scanning a barcode and/or swiping a mag card.
- T) Must have the ability to accept stored value as a form of payment by scanning a customer's ticket for entry into the arena.
- U) Proposed platform must have an integration to Ticketmaster, Facilities' current ticketing provider for the facilitation of the programs mentioned in S and T above.
- V) Must be able to sell and activate gift cards with various stored value amounts directly from the Fixed POS Bundle.
- W) Must have the ability to accept PayPal and Venmo as native tender types and not require separate merchant processing agreements with PayPal in order to provide support.

- X) Must have the capability to provide a real-time data feed to City provided endpoints that includes detailed transaction and check detail information.
- Y) Platform must have an integration to DoorDash for mobile ordering functionality.

### Time Requirements

Target date for the design, installation and testing of the system is September 21, 2022. Alternative dates will be considered by the City. Such alternative dates **must** be set forth in the Respondent's response.

## **VI. DELIVERABLES:**

The City is seeking one (1) POS system across all Facilities that can meet the needs of a variety of different applications including, but not limited to, traditional F&B stands, portables, vending/hawking, and mobile ordering. The City intends to identify and select the most appropriate hardware and software vendor(s) for its application requirements. The application(s) to be implemented will enable the organization the ability to:

- Manage multiple multi-channel food & beverage events within the separate facilities as one enterprise.
- Manage all elements of food & beverage business, including:
  - Full cloud-based POS system
  - Traditional, staffed POS (employee is the primary user)
  - Food & beverage inventory management (PO's, automatic replenishment, receiving and transfers)
  - Multiple location sales/inventory management and transfers (centralized receiving and distribution to multiple locations)
  
  - Digital stand sheets and perpetual inventory validation
  - Self-checkout POS (fan checks out themselves)
  - Provide self-checkout transaction notifications of ID check requirements (i.e., alcohol purchases)
  
  - Mobile app fulfillment process
  - Offline capabilities throughout technology stack
  - Reporting and Analytics including multiple levels of dashboards
  - As of 2021 these operations moved to cashless which demands a PCI compliant sales order processing for all payment types.
  - Direct integration into Customer Data Warehouse
- Aids with inventory control, forecasting, financial management, and the ability to export/integrate with ERP systems such as Workday, Adaptive, Salesforce, and Tableau, among other applications.
- Integration capabilities with third party vendors such as, Ticketmaster, etc. and offer easy visibility for tracking discounts, individual fan attendance ("IFA"), loaded value, etc., while offering ease of additional food and beverage functions to the system including retail operations.

**VII. PERFORMANCE METRICS And Contract Management**

**Performance Metrics**

The City will develop performance metrics with the Respondent who is awarded the contract. These performance metrics will highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. The City looks forward to working with awarded Respondent to define these important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

<b>Performance Metric</b>	<b>Data Source</b>	<b>Data Collection Frequency</b>	<b>Data Collection Responsibility</b>

**Contract Performance Monitoring**

As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

**VIII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

**A. Proposals must be received by 5:00 p.m. on Wednesday, August 31, 2022, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled “**RFP 23 - 901, Point-of-Sales System for BOK Center & Cox Business Convention Center**”. **Proposals received late will be returned unopened.**

**B. Proposals shall be delivered and sealed to:**

Deputy City Clerk  
 City of Tulsa  
 175 E. 2<sup>nd</sup> St.  
 Suite 260  
 Tulsa, OK 74103



- C. All interested Respondents should submit:  
One (1) unbound original and five (5) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).
- D. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:  
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **August 22, 2022**.

**Donny Tiemann, Senior Buyer**  
[dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor 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.

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

**Standards, Specifications, and Awards Committee Meeting**  
**175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

## **IX. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS**

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

### **Firm Qualifications and Experience**

- A. Provide a general overview of your organization. What sets your organization apart from your competitors? Why is your organization uniquely qualified to take on this scope of work? Demonstrate significant experience in the design, coordination, supply, installation, and testing of a complete POS System for at least three similar sports and entertainment facilities in excess of 19,000 seats.
- B. Describe the extent of your organization's experience in conducting similar projects or delivering similar services for public agencies. What has that experience taught you that you would bring to bear in this project? Provide contact names and telephone numbers of references from organizations you have worked with before.

**Staff Capacity and Oversight**

- A. Describe the team that would work on this project. Include a list of key team members and their general availability while on this project. Make the case for why they will be great partners on this project. Please provide 1 page resumes or that highlights the strength of the team that would be working on this project. It is noted that equipment, material and staff shall be provided by the Respondent.
- B. Please describe your organization's capacity to take on additional work if you are awarded this contract. How would you create additional capacity, if needed?

**Service Delivery and Timeline**

- A Provide a detailed description of your organization's ability, approach, and methodology for this project or service in line with the RFP objectives and key elements outlined in the scope of work.
- B **Implementation Timeline:** Provide an implementation timeline for your project or service, including key milestones related to the scope of work. Include estimates of the timeframe estimated to complete each task.

**Project Management and Reporting**

- A Describe your proposed method of project management for this project.
- B How does your organization incorporate continuous quality improvement and performance measurement into the work you do today? How do you plan to incorporate this into the proposed project, to improve practice & meet goals?
- C. In addition to any metrics identified in the RFP, describe the key performance indicators (KPIs), performance metrics, and/or compliance metrics you have used or plan to use to track the delivery and success of this project or service.
- D. How will you communicate with the City of Tulsa in a responsive and proactive manner?

**Pricing and Cost Proposal**

- A **Cost proposal:** In addition to the price summary sheet, complete a price schedule, budget, or cost proposal in its entirety that will enable the effective delivery of the proposed project or services.
- B **Narrative and justification:** Present a detailed cost narrative that explains the basis and rationale for the costs proposed.

**X. EVALUATION OF PROPOSALS:**

A panel consisting of not less than three City of Tulsa employees will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent(s) 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).

All bids will be evaluated using the following criteria:

Category	Total Points
Firm Qualifications and Experience	15
Staff Capacity and Oversight	30
Service Delivery and Timeline	20
Project Management and Reporting	15
Pricing, Cost Proposal & Transaction Fees	20

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**XI. 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 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 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.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** 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.
- F.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G.** 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 here: <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 RFP request.

- H. The City shall not infringe upon any intellectual property right of any Respondent but 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.
- I. 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.

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## RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Proposer's Name: \_\_\_\_\_

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (Include Response to All Questions)	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Acknowledgement of Receipt of Addenda / Amendments	
Additional Information (Optional)	

**Please Return Entire RFP Packet**

## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:** \_\_\_\_\_

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

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

**Respondent's Address:** \_\_\_\_\_  
Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**How did you learn about this business opportunity with the City of Tulsa?**

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other:

## Price Sheet Summary

**Respondent's Legal Name:** \_\_\_\_\_

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Initial Equipment Cost: \$ \_\_\_\_\_

Initial Set Up & Configuration Cost: \$ \_\_\_\_\_

Please present a Fee Schedule for each year's annual services:

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

<b>5-YEAR TOTAL</b>	<b>\$ _____</b>
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### Processing / Transaction Fees

Please provide a breakdown of all processing and transaction fees associated with operation of POS for years 1 through 5 to include, but not limited to, acquiring, validated P2PE, swipe, manual entry, gateway, and interchange markup fees, if not offered at a pass-through rate.

Year 1: \_\_\_\_\_  
\_\_\_\_\_

Year 2: \_\_\_\_\_  
\_\_\_\_\_

Year 3: \_\_\_\_\_  
\_\_\_\_\_

Year 4: \_\_\_\_\_  
\_\_\_\_\_

Year 5: \_\_\_\_\_  
\_\_\_\_\_

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

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

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

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

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

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## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

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

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**Sign Here ►** \_\_\_\_\_

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

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

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

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## APPENDIX A – City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa will enter into an Agreement 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 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials, or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** 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. 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.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in

the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://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.

## PACKING LABEL

### Top Left Corner of Label

**FROM: Name**  
**Respondent's legal name**  
**Street Address**  
**City, State, Zip Code**

**FROM:**

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 23-901

RFP DESCRIPTION: Point-of Sale System for BOK Center & Cox  
Business Convention Center

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.