

Request for Proposal

23-406

Professional Services for:
IT Service Desk Services

Department: Information Technology

NIGP Commodity Code(s):
915-20

RFP Schedule

EVENT	DATE
RFP Issue Date	09/23/2022
Pre-Proposal Conference Pre-Proposal Conference for IT Service Desk Services Link	10/06/2022 On-line at 1:00pm CT
Deadline for Questions <i>Submit to assigned buyer via email.</i>	10/17/2022 <i>9 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>	10/26/2022

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

Darin Johnson | darinjohnson@cityoftulsa.org
All questions should be emailed with the RFP 23-406 in the subject line.

Submit proposals (sealed) to:

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



CITY OF
Tulsa
A New Kind of Energy™

I. OVERVIEW AND GOALS:

The goal of this request for proposal (RFP) is to secure professional services to supplement the City of Tulsa Solution Center (hereafter referred to as "Service Desk") in providing full Tier 1 and basic Tier 1 support. Securing these services will allow existing staff to focus on more advanced level requests and to backfill for project and deployment service needs.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

With the move to cloud-based enterprise applications, our internal support model is changing, requiring additional advanced level support for deployment and maintenance needs. This additional support will come from our current front-line technicians, requiring us to offload basic support currently handled by our Service Desk technicians.

III. TIMELINE:

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

EVENT	DATE
RFP Issue Date	09/23/2022
Pre-Proposal Conference	10/06/2022
Deadline for Questions	10/17/2022
PROPOSAL DUE DATE	10/26/2022
Begin Proposal Evaluations	10/31/2022
Interviews with Respondents (If needed)	11/03/2022
Negotiations with Apparent Successful Respondent begin (anticipated)	11/10/2022
Execute Contract (anticipated)	11/28/2022
Begin Service Delivery (anticipated)	11/21/2022

IV. SCOPE OF WORK:

The selected Respondent (“Seller”) must provide intake, triage and support of all Service Desk Support service requests that are described in the Scope of Work:

1. **Overflow Support:** When City personnel are not able to answer a call by the fourth ring, the call will be transferred to the Seller to answer. This is estimated to be 10% of total support volume to be handled by the Seller.
2. **Basic Tier 1 Support:** The Seller shall provide basic support to include network and application password resets and unlocks, printer support issues, mobile device connectivity, basic application and hardware troubleshooting before escalation, basic office application support, etc.). This is estimated to be 25% of total support volume to be handled by the Seller.
3. **Full Support:** The Seller shall provide full support which includes Tier 1 support, plus network troubleshooting, Web based application support, Mobile device support, and is estimated to be 100% of support volume to be handled by Seller. The Seller will provide first call resolution rate. Any work requiring an on-site technician will be escalated to the City of Tulsa staff.
4. **Optional – After Hours Support:**
Password resets only

Basic Tier 1 Support

1. PC Hardware Support
 - 1.1. PCs - Approximately 4,500 laptops & desktops, virtual desktops
 - 1.2. Peripherals
 - 1.3. Monitors, personal printers, keyboards & mice (wired and wireless), webcams, external storage devices, PC docking stations
2. Operating Systems
3. Email Support
4. Corporate Printers
 - 4.1. Scan folder drive mapping
 - 4.2. Error codes and jams
 - 4.3. Escalation to 3rd party vendor, currently JD Young
5. Account Administration
 - 5.1. Active directory password resets
 - 5.2. Application account password resets
6. Remote Connectivity
 - 6.1. General home network (wired or wireless) support (Service Desk does not support user’s personal equipment) Power cycle equipment only, no configuration consultation.

Full Support

1. City of Tulsa internal application support (applications uniquely developed or customized to the needs of City of Tulsa)
2. Operating Systems
3. Email Support
4. Web Based Applications
 - a. AVD remote company portals
5. Corporate Printers
 - a. Scan folder drive mapping
 - b. Error codes and jams
 - c. Escalation to 3rd party vendor, currently JD Young
6. Mobile Device Support
 - a. Corporate MDM application support / troubleshooting (not yet in place)
7. Account Administration
 - a. Active Directory password resets
 - b. Application account creation and management
8. Local Infrastructure
 - a. Desktop network troubleshooting
 - b. Laptop wireless troubleshooting
9. Remote Connectivity
 - a. VPN support including but not limited to connectivity and access issues
 - b. General home network (wired or wireless) support (Help Desk does not support user's personal equipment) Power cycle equipment only, no configuration consultation
10. Emergency Line Calls
 - a. Calls that are urgent in nature (theft of IT assets, travel emergency, natural disaster, etc.)
11. Application Specific Support
 - a. Ability to learn and provide support in applications unique to City of Tulsa's IT environment

Off-the-Shelf Software ("OTS") Expert Support

Currently, callers to the City of Tulsa Service Desk are presented with multiple phone options (press "1", press "2", etc.) that direct the caller to dedicated agents. The City of Tulsa does not want a generalist/Tier 1/Tier 2 agent structure answering the phones which forces callers to talk with multiple agents before being routed to the "specialist". For example:

- Callers pressing option "2" for password resets should go to agents capable of performing the request
- Callers pressing option "3" for software support should be routed to certified agents dedicated to supporting the applications listed below in OTS software applications.

City of Tulsa end-users have become accustomed to receiving immediate, advanced, expert support in OTS. As such, City of Tulsa has designated a separate option on the City of Tulsa Service Desk phone menu that allows callers to be immediately transferred to an expert that specializes in OTS applications.

To avoid degradation in service level, the Seller shall warrant:

- Agents that provide support for OTS applications must be certified experts (see requirement below).
- Agents must be dedicated to only handle requests relating to OTS applications.
- Agents will not be “crossed shared” for other support issues. City of Tulsa does not want agents that are “jacks of all trades, masters of none”. Each caller that selects the phone menu option for OTS support must be directed to an agent certified to handle the OTS applications.
- Likewise, agents skilled to handle City of Tulsa internal IT functions should not be required to take OTS software requests that would subject City of Tulsa callers to an agent that lacks the necessary certification in OTS

Escalation

1. Agents must warm transfer callers to appropriate parties for any issues that need escalation, thereby alleviating the need for the caller to re-dial or wait for a call back.

Off-the-Shelf (OTS) Software Applications

Applications include but are not limited to:

Microsoft Office

Outlook & OWA
Word
Excel
PowerPoint
Access
OneNote

Visio
Project
Visual Studio
Teams
SharePoint
SharePoint Designer
Publisher

Adobe Products

Adobe Reader
Acrobat
Creative Suite (Photoshop, Illustrator, etc.)
Captivate

Mac OS
Apple Applications (Pages,
Keynote, etc.)
iOS – iPhone / iPad

Android devices
Antivirus software
Web Browsers (Edge, Firefox, Chrome)

VIP Support

Seller to confirm their ability to maintain a list of 1 to 300 City of Tulsa employees identified as VIPs. If/when these VIPs call for support the Seller must provide support and then launch a series of IT notifications that may be unique by VIP. For instance:

- If the Mayor of the City of Tulsa calls, the agent shall provide support and then text the Service Desk Supervisor, call the Support Services Manager and email the Director of Information Services to notify them of the support incident.

Such notification shall vary between VIPs such that if the CFO of City of Tulsa calls for support, the Agent may be required to provide support and then call the Service Desk Supervisor, text the Support Services Manager and note the support incident in a VIP log report. Each VIP could have a unique notification approach.

Documentation & Training

Seller must develop and share with City of Tulsa the training program to be used for agents assigned to support City of Tulsa end-users.

Each agent assigned to the City of Tulsa account must complete a training period of no less than 3 weeks covering topics including, but not limited to, the following prior to interfacing with any City of Tulsa callers:

- Seller Policies & Procedures
- City of Tulsa specific support topics
- City of Tulsa developed applications
- City of Tulsa hardware support topics
- City of Tulsa corporate structure/culture
- City of Tulsa confidentiality rules, regulations, intellectual property topics
- Soft Skills training
- 4 days of virtual ride-a-longs with City of Tulsa agents

Security Practices

1. Seller shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures.
2. Seller will maintain and enforce safety and physical security procedures with respect to its access and maintenance of the City of Tulsa information that are:
 - 2.1. At least equal to industry standards for such types of locations
 - 2.2. In accordance with reasonable the City of Tulsa security requirements
3. Seller shall periodically test its systems for potential areas where security could be breached.
4. Seller will report to the City of Tulsa immediately any breaches of security or unauthorized access to Seller's systems that Seller detects or becomes aware of.
5. The City of Tulsa information must be stored by Seller in a physically and logically secure environment that protects it from unauthorized access, modification, theft, misuse and destruction.
6. Seller will maintain an adequate level of data security controls, including, but not limited to, logical access controls including user sign-on identification and authentication, data access controls, accountability tracking, anti-virus software,

secured printers, restricted download to disk capability and provision for system backup.

Review and Testing

City of Tulsa may reject provided support as incorrect, inadequate, or not meeting City of Tulsa standards. If City of Tulsa rejects any support provided, City of Tulsa shall provide a list of items that must be corrected. Upon receipt of such list, Seller shall promptly commence, at no additional charge to City of Tulsa, all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the support.

Quality Assurance

1. Seller must conduct a quality assurance program to survey and collect end-user feedback
2. Seller must share this feedback with City of Tulsa on a monthly basis to review end-user satisfaction
3. Seller must complete such survey with no less than 20% of the monthly callers serviced by Seller.
4. Seller must complete such survey both using an automated fashion & verbal outbound calling.
5. Seller's survey system must be capable of the following:
 - 5.1. Limiting surveying each caller to no more than once per period ("Waiting Period") to avoid harassing frequent callers.
 - 5.2. Avoiding surveying a caller that receives a survey one day and then potentially a survey the next day if they were to call with a new case anytime during the following period
 - 5.3. Allowing City of Tulsa to modify the frequency of the Waiting Period.
 - 5.4. Allowing callers to opt-out of future surveys

Current Service Desk Statistics
July 1, 2021 – June 30, 2022

		Assigned Non-IT Employee	Closed			Resolved			Count
Add-Install		1	1341			73			1414
Audio-Visual		0	193			0			193
Audit- Review		0	7			7			14
Authorize- Approve		1	224			6			230
Backup- Restore		0	45			0			45
Break-Fix		1	4349			81			4430
Change Management		0	2			0			2
Change- Move		0	230			30			260
City Emergency		0	1			0			1
Computer - Deployment		0	50			0			50
Delete- Remove		0	132			6			138
EnerGov		10	303			1			304
How to		0	638			3			641
IT Initiative		0	71			1			72
IT Security		0	236			95			331
Kronos		14	86			2			88
Munis		17	788			10			798
Not Assigned		4	4368			129			4497
Printers		0	667			0			667
Purchasing		0	845			10			855
Renewal		0	35			0			35
Reset Password		1	5627			5			5632
Service Request		0	1406			117			1523
Type 2 - Upgrade		0	3			0			3
Update		0	53			13			66
Count		49	21700			589			22289

V. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the Seller collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The City looks forward to working with Seller to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the Seller and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Criteria	Data Collection Frequency	Data Collection Responsibility
Average Speed to Answer	Answered within 15 seconds	Monthly	Seller
Abandon Rate	Not to exceed 1% of calls offered	Monthly	Seller
Average Handling Time	13.5 Minutes or less	Monthly	Seller
Average Hold Time	20 seconds or less	Monthly	Seller
Customer Satisfaction	Average customer rating of 8.5 on a 1-10 satisfaction scale.	Monthly	Seller
First Call Resolution	75% or greater	Monthly	Seller
Escalation & Notifications	All Major Incidents will include notification to City of Tulsa IT management within 15 minutes or less.	Daily	Seller
Quality Assurance Survey	Survey 20% of Monthly Callers	Monthly	Seller

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 Sellers 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 Seller
- Discussion and troubleshooting of challenges
- Review of activities on the horizon

- Review of budget and spending this year-to-date

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, 10/19/2022, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **"RFP 23-406, IT Service Desk Services"**. **Proposals received late will be returned unopened.**
- B.** Proposals shall be delivered and sealed to:
- Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
- C.** All interested Respondents 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.
- D.** 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 **10/10/2022**.

Darin Johnson, Buyer
darinjohnson@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.

- E.** 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

VII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

VIII. EVALUATION OF PROPOSALS:

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).

A panel of 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.

All proposals will be evaluated using the following criteria:

Evaluation Criterion 1	Firm Experience and History	25 Points
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Respondent shall demonstrate the experience of the firm considering the type of services required. Recent experience of the firm and successful completion of services or work of a similar type and complexity will be a material consideration.

Respondent shall include information such as firm's past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as quality of work, ability to meet schedules, cooperation, and responsiveness.

The City of Tulsa may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for the City of Tulsa.

Submittal Requirements

1. Provide a brief description of your company to include your length of experience in performing the work described in Section IV, Scope of Work.
2. Describe recent services provided by your company and any proposed subcontractors that demonstrate the company's ability to perform the requirements as indicated in the Scope of Work. Be sure to point out if the services were of a similar size and if they were for a governmental entity.
3. Describe how well your company has been able to meet schedules and the response times you have provided.

Evaluation Criterion 2	Knowledge and Experience of Key Individuals	25 Points
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Respondent shall demonstrate the experience and technical competence of the key individuals and support staff that will provide the requested services, including but not limited to the proposed project manager, major sub-consultants, and key staff in each firm. Key individuals' knowledge of and experience with problems, conditions, or circumstances applicable to the scope of work.

Knowledge, recent experience, and expertise of these key individuals with projects of similar type and complexity will be a material consideration.

Submittal Requirements

1. Brief resumes for each of the key individuals and/or support staff who will provide the requested services. (Full one-page resumes shall also be attached to the Appendix.)
2. A representative list of past or current projects performed by the key individuals who will provide the requested services. Please include:
 - a. Project name and location
 - b. Role of the individual
 - c. Client (Owner) name and location (city and state). Owner's primary contact and email address.
 - d. Brief description of the work, including description of the services provided.
- 3) **Agent Training & Certification:** All agents staffed for providing support must have one or more of the following certifications:
 - a) CompTIA A+ Certified
 - b) Service Desk Institute (HDI) Certified
 - c) Certified Information Systems Security Professional (CISSP)
 - d) Information Systems Audit and Control Association (ISACA)
 - e) Application OEM Certifications (Microsoft – MOS, MCSE, MCSA, MCST, MCITP)
 - f) Dedicated Agents, staffed for providing the OTS Support listed in Exhibit "B", shall have no less than the following Certifications:
 - i) MOS certification in Word
 - ii) MOS certification in Excel
 - iii) MOS certification in Outlook
 - iv) MOS certification in at least (2) of the following:
 - (1) SharePoint
 - (2) PowerPoint
 - (3) Access
 - (4) MCSA
 - (5) MCSE
 - (6) MCSA
 - g) All agents staffed for providing support must have a minimum of 2-4 years of IT Support experience.
 - h) All agents must obtain a Criminal Justice Information Systems (CJIS) certification

Evaluation Criterion 3	Capacity and Project Organization	25 Points
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Respondent shall demonstrate the firm's capacity, available additional resources, and ability to provide the City of Tulsa with the required services. This should be demonstrated through the firm's understanding of City of Tulsa's needs and the Scope of Work to be provided to manage and complete the work, and submittal of the following required information.

Submittal Requirements

1. Describe what personnel would be assigned to this contract and describe their qualifications.
2. Describe your firm's capacity to perform the work (including any specialized services).
3. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates

Evaluation Criterion 4	Price	25 Points
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Exhibit A, Price Sheet Summary, shall be evaluated in the following manner: The lowest proposed price will receive the maximum score of 25 points and all higher proposed prices will receive proportionately lower scores.

Submittal Requirements

Complete and submit Exhibit A, Price Sheet Summary, as contained in this RFP.

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.

IX. MISCELLANEOUS

- A.** The City expects to enter into a written agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and the chosen Respondent’s proposal. The City reserves the right to make multiple or partial awards. Further, the chosen 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. Respondent’s 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.

PRICE 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)

Pricing:

Item	Description	Estimated Annual QTY	Annual Cost
1.	Overflow Support	1	\$
2.	Basic Tier 1 Support	1	\$
3.	Full Support	1	\$
4.	Afterhours Support	1	\$
Total Annual Costs		\$ _____	

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the initial term of the Agreement. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following conditions are met:

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year or the following fixed percentage: _____ %.
- b. The City is notified, in writing (mail or email), no later than 30 Days before the initial agreement period or any renewal period ends. Failure to notify City may result in City denying any price increases.

*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

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: _____

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.

Respondent's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Additional Information (Optional)	

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: [Click or tap here to enter text.](#)

AFFIDAVIT
NON-COLLUSION AND INTEREST

STATE OF _____)
COUNTY OF _____)ss.

I, _____, of lawful age, being first duly sworn, state that:

(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to 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 Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders 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: _____

The Affidavit must be signed by an authorized agent and notarized

APPENDIX A – City of Tulsa General Contract Terms

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 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 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.

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

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 7410

Respondent Submission For:

RFP# 23-406

RFP DESCRIPTION: IT Service Desk Services

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.