

05/09/2023

RFP-TAC1108A

Addendum #1

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

**QUESTIONS/CLARIFICATION/CHANGES:**

**CHANGES: ADDITIONAL SPECIFICATIONS**

**Correction of Deadline for questions Date on page 3 and page 9 to 05/21/2023**

**Correction of Proposal Due Date on page 3 and page 9 to 05/31/2023**

# Request for Proposal

TAC1108A

**Professional Services for:  
Lockup/Detention Facility Operations and Management  
Services**

**NIGP Commodity Code(s):**  
958-28 – CORRECTIONS MANAGEMENT SERVICES

## RFP Schedule

EVENT	DATE
RFP Issue Date	05/05/2023
Pre-Proposal (Mandatory) Conference <i>CompStat Center, Tulsa Police Department, 600 Civic Center, Tulsa, OK 74102</i>	05/16/2023 at 1:00 PM CST
Deadline for Questions <i>Submit to assigned buyer via email.</i>	05/21/2023 <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>	05/31/2023

If You have any questions or need additional information, contact the Assigned Buyer: Darin Johnson | [DarinJohnson@cityoftulsa.org](mailto:DarinJohnson@cityoftulsa.org)  
All questions should be emailed with the **RFP TAC1108A** 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



CITY OF  
**Tulsa**  
A New Kind of Energy™

## **I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City of Tulsa (City) is looking to secure professional lockup/detention facility and Management Services for the City of Tulsa Jail (COTJ).

The City is requesting written proposals from experienced public entities and private firms to provide operations and management services for the City of Tulsa's lockup/detention facility, which includes the receiving, processing, housing, monitoring, preparing for court, transporting and releasing prisoners arrested by officers of the Tulsa Police Department or any other law enforcement agency, and performing other related duties as outlined in the Tulsa Lockup/Detention Facility policies and procedures. The selected Respondent will work in conjunction with and under the direct management of the Tulsa Police Department (TPD).

We enthusiastically look forward to receiving your proposal.

## **II. BACKGROUND:**

The COTJ has been in operation since June 30, 2018, and has a capacity of holding 70 inmates. The population residing at the COTJ have been arrested on municipal, misdemeanor charges and are either waiting for arraignment, trial or have been sentenced by a municipal judge. The current classification by the Department of Health is a lockup facility, which permits the COTJ to house inmates for 10 days. Following 10 consecutive days in custody, the inmates are transported to a third party detention center by the TPD. In the last 12 months, the COTJ averaged 415 intakes each month with an average daily population of 22, indicating an inmate stay of at least 24 hours.

The COTJ has prepared to expand to a detention facility (310:670-5-1), which would permit the housing of prisoners beyond the 10-day limit. If the decision is made to move to a detention classification, it is anticipated that the COTJ would elect to hold prisoners for a maximum of 30 days. With the current sentencing practices of the Municipal Court, we expect a negligible change in the historical population of the COTJ.

**III. TIMELINE:**

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

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	05/05/2023
Deadline for Questions	05/21/2023
<b>PROPOSAL DUE DATE</b>	<b>05/31/2023</b>
Begin proposal evaluations	06/02/2023
Interviews with Respondents (If needed)	06/06/2023
Negotiations with apparent successful Respondent begin (anticipated)	06/09/2023
Execute contract (anticipated)	07/01/2023
Begin service delivery (anticipated)	07/01/2023

**IV. SCOPE OF SERVICES:**

1. Services shall include all required supervision by detention officers, labor, uniforms, associated equipment, and material needed to effectively and efficiently perform all duties required of an Oklahoma lockup/detention facility in accordance with Okla. Admin. Code § 310:670-3-1 and Okla. Admin. Code § 310:670-5-1. Respondent shall always during the term of the Agreement comply with all applicable federal, state, and local laws, whether now in effect, hereafter affected, or implemented as applicable to lockup/detention facilities in the future.
2. The facility will operate twenty-four hours a day, seven days a week, with individual prisoners held for no more than thirty days. The lockup/detention facility is approximately 14,327 sq. ft. and has an overnight capacity of 70 prisoners. Additional prisoners may be booked into the facility and immediately released on their own recognizance or transported to another criminal justice agency. The facility is comprised of a booking room, control room, 20 cells (male and female), property room, kitchen, and laundry room. The

kitchen is equipped with 1 refrigerator, 2 freezers, and 4 microwaves. The laundry room is equipped with 1 commercial washing machine and 1 commercial dryer.

3. The City is committed to working with other local criminal justice agencies to improve community outcomes. To this end, the City values quality care, a therapeutic approach to criminal custody, and a willingness to participate and assist with jail diversion efforts. While many of these efforts will revolve around sentencing, the ideal Respondent will be a willing collaborator in this effort.
4. The initial contract term will be effective upon execution through June 30, 2024 with the option to renew on a year-by-year basis for a maximum of five (5) one (1) year periods. Following the initial contract term, subsequent contract terms shall run from July 1 of the current year through June 30 of the following year.
5. The Respondent shall provide and maintain adequate staffing to ensure the lockup facility is operated in a safe and efficient manner. Respondent shall fill any absence or vacancy immediately to ensure that adequate staffing is always retained. At a minimum, this includes the following staffing:
  - (a) Fourteen (14) detention officers over a 24-hour period
  - (b) Three (3) supervisors over a 24 hour period
  - (c) One (1) female detention officer on duty at all times.
  - (d) One (1) male detention officer on duty at all times.
  - (e) Respondent shall fill any absence or vacancy immediately to ensure that adequate staffing is always retained.
  - (f) Training Manager, separate from detention officer staffing.
  - (g) Jail Administrator, separate from detention officer staffing.
6. All personnel will obtain an armed or unarmed security guard license accredited through CLEET within 90 days of assignment. Prior to post assignment, employees must be trained in the following areas:
  - (a) All requirements of Oklahoma Administrative Code Title 310, Chapter 670, including but not limited to:
    - A. Security procedures
    - B. Supervision of prisoners
    - C. Report writing and documentation
    - D. Prisoner rules and regulations
    - E. Grievance and disciplinary procedures
    - F. Rights and responsibilities of prisoners
    - G. Emergency procedures
    - H. First aid and cardiopulmonary resuscitation

- (1) City of Tulsa lockup facility policies and procedures
  - (2) Oklahoma State Bureau of Investigation (OSBI) livescan and mug shot systems operations
  - (3) Booking procedures
  - (4) Prisoner intake assessments
- 
7. The hiring of all employees will be approved by the TPD. The Respondent will provide a policy platform for detention officers that provide fully developed, state specific policies researched and written by subject matter experts and vetted by attorneys. Policies shall be based on nationwide standards and best practices while also incorporating state and federal laws and regulations where appropriate. The policy platform must be current and up to date for any audits that might be performed by a regulating agency or the TPD.
  8. The respondent will provide an online training platform for detention officers that provides continuing education in the corrections field based on best practices and standards. The online training platform and all associated training records of employees must be available upon request by the TPD and any other regulating agency.
  9. Within the first six (6) months of employment, employees will receive 104 hours of total training, including but not limited to:
    - (a) Mental Health Issues
    - (b) Employee Wellness
    - (c) Narcan Usage
    - (d) The Wrap Restraint Device
    - (e) Less Lethal Operations as Prescribed by TPD
  10. The Training Manager requirements include the following certifications as an instructor:
    - (a) Basic Jail Training
    - (b) The Wrap Safety Restraint Device
    - (c) Pepperball Instructor and Armor
    - (d) Narcan
  11. The Respondent shall conduct random and scheduled periodic drug testing of all personnel assigned to the lockup facility. Results of these drugs tests shall be made available to the City upon request. Every individual who is selected for random drug or alcohol testing shall proceed to the test site immediately upon notification unless the individual is performing a safety sensitive function at the time of notification which will not reasonably allow

his/her replacement. In such cases, the Respondent shall ensure the individual proceeds to the testing site as soon as reasonably possible.

12. The City will review and approve all training provided by the Respondent and may require additional training and/or post-training evaluation.
13. The Respondent shall incur the cost for all personnel training, continuing education, equipment, and uniforms. City approved insignia shall be worn on all detention officer uniforms.
14. The Respondent may use the City of Tulsa Fire Department (TFD) and the Emergency Medical Services Authority (EMSA) for medical services at the COTJ, as well as medical transports for prisoners released on their own recognizance by a municipal judge. TFD and EMSA will be always on-call.
15. The Respondent shall provide a detailed report, outlining its proposal for supplemental medical services that would conform with Okla. Admin. Code § 310:670-5-1.
16. The Respondent shall maintain the cleanliness and sanitation of the lockup facility as required by Federal and State requirements, laws and statutes, and applicable court orders, whether now in effect or hereafter affected. The Respondent shall maintain a record of all maintenance activity and provide a copy to the City and/or appropriate inspection authorities upon request.
17. The Respondent shall be responsible for feeding all prisoners. The meals may be prepared by the Respondent or Respondent's contractor and shall adhere to the minimum standards specified by all applicable Federal and State requirements, laws and statutes, and applicable court orders, whether now in effect or hereafter affected.
18. The Respondent shall be responsible for ensuring that all prisoners are clothed and provided with necessary hygiene supplies in accordance with the minimum standards specified by all applicable Federal and State requirements, laws and statutes, and applicable court orders, whether now in effect or hereafter affected.
19. The Respondent shall be responsible for preparing and transporting prisoners for court along with coordinating transportation with various criminal justice agencies. This includes coordinating prisoner transports to the City Municipal Court, which is in the same

building as the COTJ.

20. The City shall provide and maintain the COTJ, including payment of all utilities associated with the COTJ. Furniture, kitchen appliances, and laundry appliances will be maintained by the respondent.

21. The Respondent shall ensure that employees are compensated at a competitive rate in comparison to the overall market to ensure a stable and productive workforce. Proposed pay rates for each employee classification shall be included in this Bid. Hourly Pay rates for employees shall be, at a minimum:

- (a) \$20 – Detention Officer
- (b) \$25 – Supervisor
- (c) \$35 – Training Manager
- (d) \$45 – Jail Administrator

22. The Respondent will give the TPD the authority to remove any employee from the facility, ceasing any operations within the COTJ.

#### **V. DELIVERABLES:**

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

- 1) Weekly Jail Report
- 2) Annual Jail Report
- 3) Annual Training Plan
- 4) Policy & Procedure Manual
- 5) Inspection Compliant Records



**VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:****Performance Metrics**

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent (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. The City looks forward to working with awarded Respondents to define additional 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>
Annual Inspection	Ok. Health Dept	Yearly	Seller
Booking Efficiency	Jail Management System (JMS)	Monthly	Seller
Property Safeguarding	Seller	Monthly	Seller
Staffing Levels	Seller	Weekly	Seller
Facility Inspection	TPD	Weekly	TPD

**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

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

- A.** Proposals must be received by **5:00 p.m. on Wednesday May 31st, 2023, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **“RFP TAC-1108A,**  
\_\_\_\_\_”.  
**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 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 day on **May 21st, 2023**.

**Darin Johnson, Buyer**  
[DarinJohnson@cityoftulsa.org](mailto: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 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

**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).

All bids will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
<i>Respondents experience and qualifications</i>	<b>25</b>	Reliable and efficient history of effectively managing a similar facility to the standards and requirements of the regulating agency.
<i>Overall philosophy that ensures the safe and efficient operation of the COTJ</i>	<b>25</b>	Knowledge and experience of best practices and standards. A documented safety record demonstrating safe and efficient operations.
<i>Respondents' ability to provide services outlined in Scope of Services in accordance with local, State, and Federal Law.</i>	<b>25</b>	100% compliance.
<i>Cost proposal, including personnel, food service, laundry service, supplies, and supplemental medical if applicable</i>	<b>25</b>	Lowest Cost

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).

**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 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 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's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City.
- 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 rights 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 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.

- J. **Insurance:** The Respondent will be required to carry all insurance and bonds required by this RFP which shall be included in any resulting agreement

**X. Other Terms & Conditions**

**A. Insurance Terms & Conditions**

Respondent shall be the named insured under all policies with an authorized insurance company licensed to do business in Oklahoma and shall secure prior to the effective date of the Agreement and shall keep in force at all times during the term of this agreement the following insurance:

Commercial General Liability

Limits of at least:

\$1,000,000 Per Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products – Completed Operations Aggregate

- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis
- Products and Completed Operations Insurance to be maintained for a minimum period of two (2) years after final payment with the City.
- Awarded Seller agrees to waive its rights of recovery against the City. Waiver of Subrogation in favor of City shall be added to the policy.

Automobile Liability

Limits of at least:

\$2,000,000 Combined Single Limit (CSL) Per Occurrence

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos operated by awarded Seller, agents and employees in connection

with the project, whether owned by the Seller, the City, or otherwise.

- Waiver of Subrogation in favor of the City.

#### Workers Compensation

Limits of at least:

Statutory coverage for the State of Oklahoma

- Waiver of Subrogation in favor of City

Seller shall at all times during the term of this Agreement maintain workers' compensation insurance with an authorized insurance company licensed to do business in Oklahoma, or through CompSource Oklahoma, insuring its employees in amounts equal to or greater than required under law.

Insurance to be maintained for a minimum period of two (2) years after final payment with City.

Respondent shall provide the City with current valid original certificates of insurance prior to commencement of the Agreement and annually prior to policy renewals evidencing compliance with this Section.

Respondent shall provide the City with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely the Seller's responsibility to provide notice to the City, should any required insurance be cancelled or non-renewed. Failure of the Seller to provide all insurance requirements, or to provide notice, shall not relieve the Seller of its obligation under this contract.

If Respondent employs subSellers in the performance of its work, Seller agrees to obtain equivalent insurance provisions from its Contractors as required under this agreement and provide a copy of their certificate of insurance to the City.

#### Financial Security

All companies providing insurance required by the contract/agreement must meet the minimum financial security requirements as set below. Companies providing insurance must have a current:

- Best's Rating not less than A (Excellent), and
- The Rating for each company must be indicated on the Certificate of Insurance

## 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)	
Acknowledgement of Receipt of Addenda/Amendments	
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.](#)



## 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)

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

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

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

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

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

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

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5-YEAR TOTAL	\$ _____
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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: \_\_\_\_\_

**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**

**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 Proposal 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: \_\_\_\_\_

**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.** Seller 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.** Seller 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 Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller 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 Seller.** Seller 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 Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller 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 Seller or Seller's sub Sellers 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.** Seller 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 Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller 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. Seller certifies that it and all of its sub Sellers 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. Seller 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. Seller may not assign this Agreement or use sub Sellers to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
13. **Time is of the Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.

**PACKING LABEL**

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

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

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

Tulsa, OK, 7410

**Respondent Submission For:**

RFP# TAC1108A

RFP DESCRIPTION: Lockup/Detention Facility 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.