City of Tulsa Finance Department

Request for Proposal

24-911

Professional Services for: Station Alerting System

Department: Fire

NIGP Commodity Code(s): 340-15, 340-16, 208-27

RFP Schedule

EVENT	DATE
RFP Issue Date	10/20/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	<mark>11/06/2023</mark>
Submit to assigned buyer via email.	10 Days prior to RFP due date
Proposal Due Date	<mark>11/15/2023</mark>
Mail or deliver to City Clerk address. Proposals are open the day after the due date.	

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

Donny Tiemann, Project Buyer | dtiemann@cityoftulsa.org All questions should be emailed with the RFP 24-911 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



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals to secure professional services to provide a Station Alerting System for the City of Tulsa's Fire Department.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

The process of alerting Tulsa fire stations to an emergency currently employs the use of an older analog system. The system instructs the selected fire stations to be notified by a digital Computer Aided Dispatch (CAD) provided by a company originally known as TriTech that is most recently known by the name of Central Square. The two systems, both critical to the successful notification of fire stations of an emergency, are from distinctly different technologies and are not inherently compatible. It is only through a few electronic patches or bridges that the system operates. Modification of either of the two systems, or introduction of upgrades to even the radio system that may include slight modifications to either system, has repeatedly resulted in system failure.

As an analog system, the current process is exceptionally slow in its delivery of notification to multiple fire stations. With final approval from the dispatcher to send the alert, the current system sends notification sequentially to each of the fire stations. The process is sent to the first, awaits confirmation of receipt to the first station and will repeatedly send it to it until it is confirmed. Once confirmed, it sends it to the second with the same protocol. This process continues throughout the dispatched assignment. Though electronic controls have been injected to improve the time and process, there have been documented events where notification of all stations had exceeded three minutes.

With the stations alerted, the current system then requires the dispatcher to verbally announce the nature, location, and details of the emergency. The process requires additional time and is subject to confusion and operational delays when there is an inordinate amount of radio traffic such that during storms, low speech volume, poor pronunciation, distant microphone positioning, stress, and several other related variables. There are distinct differences between marginal, acceptable, and ideal dispatcher voice, inflection, and operational control.

At the fire station, the received dispatch signal engages two relays that turn on white lights, raises the front overhead doors, and allows speakers throughout the station to enable the verbal announcement of the dispatched emergency. Through experience and extensive research, it has been determined that the sudden introduction of loud sounds and bright lights produces an inordinate amount of adrenaline which contributes to added psychological stress upon first responders and physiological stress upon the cardio-vascular system. During the dark hours of the shift, the sudden onset of bright white light also produces night

blindness that is less than ideal for first responders, especially for that of the firefighter assigned to driving the response vehicle.

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	10/25/2023
Deadline for Questions	11/06/2023
PROPOSAL DUE DATE	11/15/2023
Proposal Opening	11/16/2023
Begin proposal evaluations	11/17/2023
Interviews with proposers (if needed)	11/27/2023
Negotiations with apparent successful Respondent begin (anticipated)	11/30/2023
Execute contract (anticipated)	12/13/2023
Begin service delivery (anticipated)	01/02/2024

IV. SCOPE OF WORK:

Ideally, the selected fire station alert system will reduce the time between receipt of the call to time of dispatch. It will include multiple paths of communication between the dispatch center and the fire stations with simultaneous notification of all stations within milli-seconds of each other. Its performance will be monitored to immediately notify dispatchers of potential problems. At the fire station, it will include new station alert lighting that will be red in color and will gradually increase in brightness over a few seconds. Similarly, the volume of the announced emergency will begin at a lower volume and increase in time to improve clarity while reducing invoked stress.

Initial target is for 35 separate Fire Stations and with the primary system to be operated from our 911 center near Fire dispatch with a backup system available and prepared for failover, as required.

As this project closes, the City of Tulsa expects to have a functional state-of-theart Station Alerting System with relevant capabilities to meet the specified requirements as outlined in Section 8 (VIII).

Key assessment criteria are grouped as follows:

- Compliance
- Hardware Integration
- Software Integration
- Dispatch
- Training
- Text-to-Speech
- Firehouse Alerting
- Error Handling
- Security
- Uptime Maintenance

The Respondent shall:

- 1. Assure that a designated project team is used for this project. Departure or reassignment of, or substitution for any member of the designated project team shall not be made without the prior written approval of the City.
- 2. Provide any technical requirements that must be met by the City of Tulsa to implement the Station Alerting System. This includes network (speed, ports, settings), client (OS, RAM, and Processor), Server (OS, RAM, Processor and storage), database (name, version, and storage), and software (browsers, .NET version, and 3rd party applications). Identify and explain any areas in which the proposed system does not meet the City's minimum technical requirements explained in Section 8 (VIII). Additionally, provide information about any necessary hardware and peripherals required for the Station Alerting System to operate effectively meeting these listed requirements. Include pricing for additional hardware and peripherals as part of the Cost Proposal.
- **3.** Provide four (4) client references on our Client References Form (pg. 15) for projects that your firm has completed similar to the City's current RFP.
- **4.** Provide a Cost Proposal as follows:
 - A. Provide a total cost proposal for all products and services to be delivered. Fixed fee is preferred. Provide details of a based fee schedule.
 - B. Define any reimbursable expenses requested to be paid by the City. If you provided both hosted and non-hosted service models, please provide quotes for each model. Please provide costs and pricing including annual maintenance/support for the next five (5) years.
 - C. Indicate if any ongoing or annual costs for software licensing, support or maintenance are required or recommended. If licensing is required, please indicate if it is based on site, name, concurrent or machine.

- D. Outline any hard or peripheral requirements of your system and include itemized pricing if you provide this equipment. Please also attach pricing of relevant peripherals that would be needed to meet out requirements outlined in Section 8 (VIII).
- E. Indicate whether the proposed system requires the use of specific payment processing or if it can be configured. For instance, are credit cards processed through a specific vendor? How often and via what method are receipts transmitted to the City? If any costs are associated with payment processing, include the associated fee schedule.

V. DELIVERABLES:

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

- 1) The designated project team will be expected to meet regularly with the City employees and/or other representatives to discuss the transition and provide progress reports. Detailed project timelines with Gantt charts are expected to illustrate phases of installation of related hardware and software, training, testing, go-live, etc. The implementation goal of the City is to carry out a new solution that includes extensive training and support throughout the project's lifecycle and continuously after go-live. Ideally, the project team will offer both in-person training and web-based training, for new hires, after the initial deployment.
- 2) In-person training as part of the implementation, using a "train-the trainer" model with electronic resources available moving forward. The ability to conduct additional training in-house, segmented by specific user groups (i.e., administrators, project managers, contractors, etc.) is key. Ongoing support throughout the deployment phases is also critical, as designated City staff will require help desk support in order to escalate technical issues.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent 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 awarded Respondent 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.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Status Meetings	Vendor	Monthly	Vendor
Training	Vendor	As Needed	Vendor
(Potential to be	expanded on upor	n Agreement)	

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 Respondent 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, November 15, 2023, Central Daylight Time. Please place proposals in a sealed envelope or box clearly labeled "RFP 24-911, Station Alerting System".

Proposals received late will be returned unopened.

- B. Interested Respondents should submit:

 One (1) unbound original and seven (7) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).
- **C.** Proposals shall be delivered and sealed to:

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

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 <u>via e-mail</u> and must be received prior to the end of the business day on **Monday, November 6, 2023.**

Donny Tiemann, Project Buyer 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 2nd Street, 2nd Floor City Council Chamber

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should address the following requirements, questions or information requests in their proposal:

#	Туре	Feature
1	Compliance	System must be NFPA 1221 Compliant.
2	Hardware Integration	System must be able to transmit over Network IP (radio conventional (channel 29) analog) for First Signal Transmission.
3	Hardware Integration	System must be able to transmit over Data Radio (800 MHz [data] control channels [digital]) for Second Signal Transmission.
4	Hardware Integration	System must be able to transmit over Cellular for mobile applications only for Third Signal Transmission.
5	Hardware Integration	System must be able to transmit over Direct line (Fire Phone) for Fourth Signal Transmission.
6	Hardware Integration	System shall be modular in design to allow for future expansion capabilities.
7	Hardware Integration	System must be compatible with Rip and Run printer.
8	Hardware Integration	System can route Rip and Run printer information to other device.
9	Hardware Integration	System shall support simultaneous printing and audible alerting.
10	Hardware Integration	System shall transfer rapid low-bandwidth (<50kb) alerting commands through the internet.
11	Hardware Integration	The vendor shall provide a site visit by one of their engineers or system implementers prior to placing any equipment orders to ensure an understanding of what the customer is seeking to accomplish.
12	Multidrop Functionality	System must have capacity to dispatch multiple different emergencies using multi-drop functionality.

13	Multidrop Functionality	System must be able to alert multiple stations simultaneously (all in less than 1 second.)
14	Multidrop Functionality	For multiple different emergencies, each station alert must require Dispatcher approval and verbal or voice-to-text announcement.
15	Multidrop Functionality	For multiple different emergencies, each station alert must NOT have to wait for available break in radio traffic.
16	Multidrop Functionality	For multiple different emergencies, each station alert must NOT be stacked to await being dispatched.
17	Software Integration	System must be compatible with Everbridge or an equivalent substitute - to make notifications via email and cell phones (which requires additional dispatcher interaction).
18	Software Integration	System must be compatible with accepting mapping acquired from GIS files (created by INCOG) generated by the City.
19	Software Integration	System must allow loading of mapping information.
20	Software Integration	System must allow loading of mapping information into Mobile CAD.
21	Software Integration	System must be compatible with Central Square CAD (formerly TriTech).
22	Software Integration	System must be compatible with Central Square Mobile CAD (formerly TriTech).
23	Software Integration	System must accept resource recommendations from CAD.
24	Software Integration	System must support Automated pre-alert dispatch details.
25	Software Integration	System must have the capability to alert authorized personnel using a mobile application that interfaces with customer's CAD system, enabling simultaneous alerts to smartphones or tablets.
26	Software Integration	System shall have the capability to remotely alert personnel by generating an alert that can send an email to server via SMTP or ESMTP. This email can be directed to a paging or cell phone system to deliver pages or SMS messages.
27	Software Integration	System must require Dispatcher approval for resource recommendations from CAD.
28	Software Integration	System shall provide local system administrators the ability edit the pronunciation of street names, unit types, and other names and words without manufacturer involvement
29	Software Integration	Authorized administrators shall be able to control, configure and update the fire station alerting system on a browser from any web-enable device.
30	Software Integration	Manual alerting shall be available from a browser from any webenabled device.
31	Dispatch	Dispatch must be able to confirm alarm transmission and receipt at fire station
32	Dispatch	Dispatch must be able to visually confirm system components are properly functioning at each station.

33	Dispatch	System status information shall be constantly displayed at 911 on a dedicated workstation.
34	Dispatch	Dispatch must be able to receive doorbell emergency communications from station and needed resources (trucks, etc.)
35	Dispatch	Dispatch will be able to receive video emergency communications from the doorbell equipment at the station and needed resources (trucks, etc.)
36	Dispatch	Dispatch will have the ability to conduct two-way audible messaging or communication with stations or fire companies without radio or assignment.
37	Dispatch	Dispatch will have the ability to conduct two-way visual & audible messaging or communication with stations or fire companies without radio or assignment.
38	Dispatch	Dispatch information shall allow live dispatcher voice in addition to the automated voice announcement.
39	Dispatch	Dispatch will have the ability to open overhead doors.
40	Dispatch	Dispatch will have the ability to close overhead doors. (Would need visual or obstacle detection).
41	Dispatch	Dispatch will have the ability to remotely activate speakers at the station.
42	Dispatch	Dispatch will have the ability to turn on lights throughout the station.
43	Dispatch	Dispatch will have the capability to issue a manual alarm acknowledgement.
44	Dispatch	Manual alerting application to be issued to dispatch to alert stations, units or groups in an event when CAD system is unresponsive.
45	Dispatch	System shall include a radio interface for redundant dispatching and on-air dispatching. Each dispatched run shall be broadcast over both the alerting network and over the dispatch radio channel.
46	Training	Operator training shall be provided to the dispatchers and their supervisors. The training schedule shall be completed on site. Vendors should describe their approach to provide the most effective training method/process that would allow dispatchers and supervisors to successfully operate the system.
47	Training	System maintenance, programming and troubleshooting training shall be provided for the customer's technical staff.
48	Text-to-Speech	System must have Text-to-Speech capabilities.
49	Text-to-Speech	Text-to-Speech must support choices in automated announcements.
50	Text-to-Speech	Text-to-Speech must support choices in announcement format.
51	Text-to-Speech	Text-to-Speech must support choices in local pronunciation.
52	Text-to-Speech	Text-to-Speech supports choices in announcement components for a specific dispatch.

53	Firehouse Alerting	The stations will have the ability to activate a panic alert that will notify Dispatch.
54	Firehouse Alerting	System provides remote message boards for the stations. Apparatus room, day room, watch station, etc.
55	Firehouse Alerting	System provides remote countdown timer boards for the stations.
56	Firehouse Alerting	System must be capable of alerting by group, station or unit.
57	Firehouse Alerting	The System must support the use of at least four customized tones that can be used to indicate the type of call during the alert notification.
58	Firehouse Alerting	System will provide selective zoning of dorm rooms, offices, etc. for controlling lights and alert sounds.
59	Firehouse Alerting	System will be able to silence all station speakers manually, with the System allowing silenced speakers to be overridden by the receipt of a call for service.
60	Firehouse Alerting	System provides combination speakers/alert lights.
61	Firehouse Alerting	System will provide specifications, details, & options for audiovisual devices, based on varying needs of the stations.
62	Firehouse Alerting	Alert lighting and audible signals ramp upward in intensity
63	Firehouse Alerting	System will provide separate lighting controls for multiple companies in a station.
64	Firehouse Alerting	System will include lighting that is designed to have little impact on the building occupant's night vision when a call is received.
65	Firehouse Alerting	System will provide timer controls for external speakers.
66	Firehouse Alerting	System will have the flexibility to modify arrangements of fixtures or components.
67	Firehouse Alerting	System will use varying but standard voltage for lights and speakers.
68	Firehouse Alerting	System will have the ability to use speakers for an intercom within the station.
69	Firehouse Alerting	System will have the ability to use speakers for radio monitoring.
70	Firehouse Alerting	System will have the ability to control station devices such as kitchen stove, outdoor grill, etc.
71	Firehouse Alerting	System will be able to interact with traffic signals located very near the station. (Emergency traffic lights only (only for station traffic), or designated lights nearby, or is there a difference?)
72	Error Handling	System must have the ability to dispatch in event of CAD failure
73	Error Handling	System must have the ability to dispatch in event of network failure
74	Error Handling	System must have the ability to dispatch in event of radio failure

75	Error Handling	System will have the ability to receive error conditions from the fire detection system.
76	Error Handling	System will have the ability to receive error conditions from the station generator.
77	Error Handling	System will have the ability to receive error conditions from the system operation monitoring.
78	Error Handling	Primary dispatch circuits shall be monitored with immediate warning issued in an event that will impact reliability occurs
79	Error Handling	System shall be constantly monitoring all computers, network connections, audio amplifiers and message display units for online and offline status.
80	Error Handling	Error and status logs shall be generated for all traffic between the CAD system and any controllers, between any controllers and the fire stations, and between all network components in the fire stations.
81	Error Handling	Server provided as part of this fire station alerting system shall be provisioned with auto fail-over, in the event that the primary server fails.
82	Security	The system will have internal/external security for authorized access.
83	Security	The system will have internal security to guard against unauthorized access or hacking.
84	Security	Who backs up the data and what is the backup frequency?
85	Uptime Maintenance	Access to relevant vendor hardware/software support in under 24 hours on any given day to resolve unexpected failures.
86	Uptime Maintenance	Please provide Service Level Agreement (SLA).
87	Uptime Maintenance	Please provide Recovery Time Objective (RTO).
88	Uptime Maintenance	Please provide Recovery Point Objective (RPO).

IX. 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 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.

All Bids will be evaluated using the following criteria, correlating to the groupings in our Requirements capture from Section 8 (VIII) and also the pricing proposal:

Category	Total Points
Compliance	10
Hardware Integration	10
Multidrop Functionality	10
Software Integration	10
Training	10
Dispatch	10
Text-to-Speech	10
Firehouse Alerting	10
Error Handling	10
Security	10
Uptime Maintenance	10
Pricing, Cost Proposal	10

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in <u>Title 6</u>, <u>Chapter 4</u> of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

X. 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.
- 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 or contractual partner 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 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 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. Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage.

Client References

Organization:	
Address:	
Contact Person:	
Date of Services	
Description/Scope of Services:	
Organization:	
Address:	
Contact Person:	Phone Number:
Date of Services:	
Description/Scope of Services:	
Organization:	
Address:	
Contact Person:	Phone Number:
Date of Services:	
Description/Scope of Services:	
Organization:	
Address:	
Contact Person:	Phone Number:
Date of Services:	
Description/Scope of Services:	

RESPONDENT INFORMATION SHEET

ed Partnership ed Liability Partnership ed Liability Limited Partnership r: State Zip Code Contact for Legal Notice:
ed Liability Partnership ed Liability Limited Partnership r: State Zip Code
ed Liability Partnership ed Liability Limited Partnership r: State Zip Code
ed Liability Limited Partnership r: State Zip Code
State Zip Code
State Zip Code
Contact for Legal Notice:
.
Name:
Title/Position:
Street:
City:
State:
Phone:
Email:
rtunity with the City of Tulsa?

Price Sheet Summary

(Must be Respondent is	ondent's company name as reflected on its organizational documents, filed with the state in which organized)
Please pre	esent a Fee Schedule for each year's services:
	Hardware Purchase and Installation, Initial Setup and Software tion, Timely Support Access Costs, Management Costs
	\$
Year 2:	Upkeep costs to maintain system support and functionality
	\$
Year 3:	Upkeep costs to maintain system support and functionality
	\$
Year 4:	Upkeep costs to maintain system support and functionality
	\$
Year 5:	Upkeep costs to maintain system support and functionality
	\$
5-YEAR	TOTAL \$
nclusion o	here, I affirm that these prices are my formal offer and agree to the of City of Tulsa's general contract terms and conditions as listed in A in any contract with the City of Tulsa.
Company N	Name: Date:
Signature:	
Name Print	ted:
Title:	

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE					
COUN)ss. TY OF)				
I,	, of lawful age, being first duly sworn, state that: (Seller's Authorized Agent)				
1.	I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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.				
5.	All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.				
6.	That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employe of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or an other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with a applicable laws regarding equal employment opportunity.				
	Ву:				
	<mark>Signature</mark>				
	Title:				
Subscr	ibed and sworn to before me thisday of, 20				
Notary	Public				
Му Со	mmission Expires:				
Notary	Commission Number:				

The Affidavit must be signed by an authorized agent and notarized

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.						
List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).						
	Sign Here ▶					
	Printed Name:					
	Title:					
	Date:					

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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 ("Seller") 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 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. 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 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.** 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 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. 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 subcontractors 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.

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 (To Include All Numbered Requirements)				
Insurance Requirements				
Client References				
Respondent Information Sheet (required form)				
Price Sheet Summary (required form)				
Affidavit (Non-Collusion, Interest & Claimant) (required form)				
Acknowledgement of Receipt of Addenda (required form)				
Additional Information (Optional)				

Please Return Entire RFP Packet

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, 74103

Respondent Submission For:

RFP# 24-911

RFP DESCRIPTION: Station Alerting System

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.