

11/20/23

# Request For Proposal 24-916

## 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 the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

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### QUESTIONS/CLARIFICATION/CHANGES:

#### QUESTIONS:

1. Are you asking for 7 bound hard copies of the RFP response to be mailed directly? **I just thought this was standard practice for the city of Tulsa. OPSI personally doesn't need 7 hard bound copies, but I assumed legal and others might. We will reduce this to 5 bound hard copies.**
2. Would the City of Tulsa be willing to review Lattice's terms of service? We typically require this as it is written in relation to our products and services. I did see several items on Appendix A that conflict with our TOS and are non negotiables (indemnity, future buys, and more). **You may include your terms of service. Our Legal Department will review them and determine if there are conflicts that need to be resolved.**
3. Can you please confirm the number of potential users of the software? Our pricing varies based on scale Between **1,500 – 2,000 potential users.**
4. We cannot negotiate future buys. I can only provide pricing for the term length we would contract for. Will this be for 1 or 5 years? **Can we get pricing for both a 1 yr. contract and a 5 yr.? If not, I would just request pricing for a 1 yr. contract.**

Our company provides strategic planning software but would not be able to provide consultant/professional services for the OKRs themselves. Would the City be interested in receiving a software only proposal in response to the RFP?" **Yes, we would be interested in receiving a software only proposal.**

We request to make the delivery to be electronic, the demo to be remote and we request extending the deadline for 30 days. **The delivery will not be electronic, the method of demo is TBD, and an extension is currently not anticipated.**

Will others' questions and answers be available to us as well? (Or only our own questions with your answers?) **Yes.**

What is your preference: cloud or on-premise solution? Why? **Cloud.**

Any requirement of a native mobile app? Or a native web app? **No.**

Did you have demos of solutions that meet your requirements before? What did you like and dislike about them? **We have taken a broad look at what is available we have defined what we do and don't want through the specifications listed in the RFP.**

What electronics are available in the field? Is there a standard for electronics in the field to employees or do they use personal devices? **We envision the solution being used in an office environment on a standard windows desktop computer.**

Would you accept features that are on the vendors roadmap to be developed as part of this implementation? **If the feature will be implemented by the time the contract is executed. Please clearly call this out in proposal.**

Is there a requirement of data migration? If so, how many data sources are there? Any legacy systems? Any manual processes? **No.**

What is your GIS environment like? (What – if any - GIS system(s) do you use? And do you anticipate staying with that, or upgrading in the near future?) **We exclusively use ESRI product. We anticipate staying with ESRI.**

1. Agenda Setting: The platform should be able to pull out OKR information onto a sheet or presentation that serves as an agenda for OKR meetings that can be organized on the platform.

a. Does the City of Tulsa envision OKR Champions and OKR Team objective leaders meeting in person or virtually on a frequent basis? When OKRs are being presented and reviewed in these meetings, will a dashboard view of Key Results, Team Objective Progress, Team Objective Info, Team History, Team DISC Profile meet this requirement? Or do you prefer a printable format? **Both. Prefer a printable format – if can print view of dashboard and update in real time that will meet the requirement.**

2. Software Compatibilities: Platform should have built-in integration with common City of Tulsa software such as Teams, Outlook, and other software from Microsoft Office Suite.

a. Are there other software systems that we need to be aware of that Inspire could integrate with? Will you provide a copy of the City of Tulsa' tech stack (NDA submitted) **No there isn't any other software systems that need to be aware of.**

3. Personalized Coaching: Provider should have opportunities for City employees who are helping with implementation to develop their strategic planning skills.

a. In the first and second year of implementation, what is your prediction of how many personalized coaching sessions will be needed? **Less than 10.**

4. Security/Privacy: Platform should meet every security and privacy requirement of the City of Tulsa.

a. What are the security requirements and current security tech stack system in place?

**Data Security**

1. Does your software maintain Client data to include daily back-ups of Client database on the vendor-managed secure servers?
  2. Is server maintenance and server technical support related to the software available during regular business hours?
  3. Do you provide maintenance of software functionality and database physical integrity?
  4. Does the secure datacenter perform automatic program and related third-party software updates, enhancements, modifications, and improvements at no additional cost to Client?
  5. When scheduling planned downtime, is there an interruption of the service during extended normal business hours and during potential peak demand periods?
  6. What level of administrative data access is provided with this product? Please describe. If based on package pricing or module please detail the cost for this level of access.
  7. What level of access does your software need into the Client data systems ( i.e. Admin, View-only)?
  8. What is the process and format for us to extract all data if we decide to terminate our subscription?
  9. Describe the audit trail functionality in the software.
- For Cloud based applications.
    - The application must have security features such as PII, PCI, HIPPA, & CJIS compliance in place to protect personal information.
    - Backs up data as selected at any time by system administrator without interrupting operations.
    - Comply with Americans with Disabilities Act (ADA) Section 508 requirements.
    - Applicant must provide their Service Level Agreements (SLAs) for the application.
    - Performs maintenance and upgrades with no interruption to normal operations.
    - Provide at least 48 hours advance notice before their change management process begins for maintenance and upgrade.
    - Applicant must provide the disaster recovery plan for the application. Including Recovery Point Objective (RPO) and Recovery Time Objective (RTO)
    - All software patches and updates must preserve local settings, user-defined groups, configurations, and customizations in all environments (*Example: DEV, TEST, PROD, etc.*).
    - Restores settings and configurations, data, and data relationships erroneously modified or deleted.
    - Ability to provide a backup of the stored data, to the City of Tulsa, daily.
    - Platform provider promptly responds to system failures upon notification. (SLA's)

5. The City of Tulsa has requested a 5-year Pricing and Fee Schedule.

a. Is the City of Tulsa looking for a fixed price 5-year contract? **Looking for both a 1 yr a 5-yr pricing plan.**

b. Is the City of Tulsa looking for a flexible pricing model based on yearly user usage as the Strategic Planning and OKR practice expands? **For example, starting with the Finance Team? No. Looking for pricing for likely 2,000 users with limited fluctuation.**

c. Is the City of Tulsa looking for a flexible pricing model based on performance metrics, as outlined in RFP: **Yes.**

- RFP Question: Security/Privacy: Platform should meet every security and privacy requirement of the City of Tulsa
  - Profit.co Clarification: Can you please share the Security and Privacy Requirements of the City of Tulsa so we ensure that we are able to accurately attest that we are in compliance? **Please "Data Security" section above in email.**
- RFP Question: What is your software's RTA?
- Profit.co Clarification: can you please expand on what RTA means? **Recovery Time Actual – refers to the actual time period elapsed to complete the data recovery and make the storage copy available for application access.**
- RFP Question: on Pricing:
  - Our pricing is SaaS and as such consumption-based so the number of users is important to pricing
    - How many Users is The City of Tulsa considering, **We expect around 2,000 users with limited fluctuations.**
    - Am I correct that Tulsa is looking for a 5 year contract? **We would like to see a 5 yr pricing plan.**
    - If Tulsa is looking for a 5 year contract, will the number of users be constant OR will it possibly increase and decrease over time? **Please refer to answer above.**

## CHANGES:

Was:

**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).

Now:

**A.** Interested Respondents should submit:

One (1) unbound original and **five (5) bound copies** of the proposal plus one (1) digital copy (compact disc or USB drive).

# Request for Proposal

## 24-916

**Professional Services for:** Strategic Planning and OKR Management Software

**Department:** Office of Performance, Strategy & Innovation

**NIGP Commodity Code(s):** 208-68, 208-37, 208-53, 209-38, 209-69, 920-07, 958-23, 958-82

### RFP Schedule

EVENT	DATE
RFP Issue Date	10/31/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	11/16/2023 <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>	11/29/2023

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

Donny Tiemann, Project Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)  
*All questions should be emailed with the **RFP 24-916** in the subject line.*

**Submit proposals (sealed) to:**

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



**I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City is soliciting proposals to secure professional services to provide and install an enterprise Strategic Planning and Objectives and Key Results (OKR) management software for the City of Tulsa

We enthusiastically look forward to receiving your proposal.

**II. BACKGROUND:**

The City of Tulsa has begun rolling out OKRs on an *ad hoc* basis with a couple departments. As the practice has begun to expand, managing OKRs for multiple departments has become too burdensome without software. As such, the City seeks an OKR management software that can help implement strategic planning on a larger scale.

**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	10/31/2023
Deadline for Questions	11/16/2023
PROPOSAL DUE DATE	11/29/2023
Begin proposal evaluations	11/30/2023
Interviews with Respondents (if needed)	12/07/2023
Negotiations with apparent successful Respondent begin (anticipated)	12/14/2023
Execute contract (anticipated)	12/21/2023
Begin service delivery (anticipated)	01/02/2024

#### IV. SCOPE OF WORK:

1. The Respondent shall  
Provide an exceptional, enterprise ready OKR management software adapted to the needs of local government, ensuring that a designated project team is designed to support the software's implementation and ongoing training for City of Tulsa employees.
2. The Respondent shall  
Provide data tracking and reporting for metrics and OKR progress. The data collected should be easily viewable in dashboards for City leadership. Information about ongoing projects and horizontal dependencies should also be able to be viewed in these dashboards.
3. The Respondent shall  
Engage regularly with the Office of Performance, Strategy and Innovation (OPSI) team and other City employees helping with implementation to ensure that OKRs and the chosen platform are implemented correctly across the whole organization.

#### System Requirements:

- *OKR Creation Guidance:* Employees should receive guidelines on how to create solid OKRs of various types directly on the platform as they go through the creation process.
- *OKR Creation:* Employees and leaders should be able to upload OKRs and change them on a quarterly or trimester basis.
- *Agenda Setting:* The platform should be able to pull out OKR information onto a sheet or presentation that serves as an agenda for OKR meetings that can be organized on the platform.
- *Software Compatibilities:* Platform should have built-in integration with common City of Tulsa software such as Teams, Outlook, and other software from the Microsoft Office Suite.
- *Personalized Coaching:* Provider should have opportunities for City employees who are helping with implementation to develop their strategic planning skills.
- *Project Management/Tasks:* Platform should have some form of project and task management so that teams can track progress towards 1) longer term projects and 2) day to day tasks and activities.
- *Data/Reporting:* Platform should allow leaders to view data in dashboards about engagement levels and OKR completion rate easily filtered by organizational level.
- *Security/Privacy:* Platform should meet every security and privacy requirement of the City of Tulsa.
- *Vertical Alignment:* Platform should include the strategic framework of the City which allows all employees to view how their OKRs relate to the top level goals of the City in a hierarchical view.

- *Horizontal Alignment:* Platform should be able to track horizontal alignment for department directors to view dependencies on other departments or divisions.
- *KPI/Metric Tracking:* Platform should be able to aggregate data about important KPIs as they are updated in individual OKRs.
- *User Experience:* Platform should look clean, have an exceptional UX, and be easy to learn in under 30 minutes.
- *Training:* Platform should come with some form of software training for all individuals who will use the platform, whether that training is on or off the platform.
- *Engagement:* Platform should have some way to recognize success and to nudge people about shared OKRs on the platform.

## **V. DELIVERABLES:**

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

- 1) The City expects a functional OKR management software with task management, OKR creation/management, strategic planning, and alignment views. The software should integrate with Microsoft Suite to easily facilitate meeting planning and agenda setting. Reports should also be included to track successes, dependencies, and failures in OKRs.
- 2) Regular meetings are expected with employees who are helping implement the software (executive sponsor, champions, and advocates) to support OPSI's implementation across multiple City departments. Technical support to help solve issues with the software as they arise and to customize it to City of Tulsa's specific needs.



## 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 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
Engagement/Use Levels	Platform	Ongoing	Seller
KPIs and OKR achievement	Platform	Quarterly	Seller
Customer Service	City of Tulsa	Ongoing	City of Tulsa
User-friendly interface	Platform	Ongoing	City of Tulsa
Automated Reporting & Analytics	Platform	Ongoing	City of Tulsa
Customizable Performance Metrics	Platform	Ongoing	City of Tulsa
Continuous Feedback and Communication Tools	Platform	Ongoing	City of Tulsa
Real-Time Performance Tracking	Platform	Ongoing	City of Tulsa

### 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:**

- B.** Proposals must be received by **5:00 p.m. on Wednesday, November 29, 2023, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled **“RFP 24-916, Strategic Planning and OKR Management Software.”**

**Proposals received late will be returned unopened.**

- C.** Interested Respondents should submit:

One (1) unbound original and five (5) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

- D.** 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

- E.** 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.

- F.** 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 **Thursday, November 16, 2023.**

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

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

- G.** 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. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

**Proven Excellence:** How is your company prepared to work with large enterprise customers? How long have you been in business? What differentiates your product compared to competitors? Have you received any awards or validation in the OKRs software space?

**OKR Models:** At which levels can you set OKRs (i.e., strategic, department, division, individual)? Does the platform have OKR templates for different types of OKRs? How can you track data about engagement or KPIs? How does the platform help employees create solid OKRs?

**Alignment:** How do you ensure vertical and horizontal alignments are easily visible in the platform? How can employees visualize vertical alignment in the tool? What does that view look like?

**Engagement:** What reports or dashboards will City leadership have access to so they can track progress of OKRs? Does the platform have the ability to plan meetings and use current OKRs to set agendas for the meeting? Can data export to PowerBI? How can employees use the tool for professional development? How does your company promote employee engagement with the tool during implementation?

**Project Management:** How can tasks (outside of OKRs) for an ongoing project be managed?

**User Experience:** With which operating systems does your software have full compatibility? Is navigating the tool intuitive and easy to learn? Is the software customizable for each user?

**Security & Data Management:** Please describe your security policy. Does your software collect PII about employees? Where is data stored? Is the data stored on cloud or on premise? How will the provider deliver data to the City? What is your company's RTO? What is your software's RTA? Is your company prepared to create an API that is compatible with the City of Tulsa's software?

**Support:** How does your company provide technical support? Please describe your training process for people helping implement the tool. Please describe your training process for City employee. Will the City of Tulsa receive a dedicated support manager?

**IX. 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.

All Bids will be evaluated using the following criteria:

<b>Category</b>	<b>Total Points</b>	<b>What Would a Top Score Look Like?</b>
<i><b>Product Functionality</b></i>	30	The product meets all the City of Tulsa required criteria, has an exceptional and easy user experience, and is customizable to fit the unique needs of municipal government.
<i><b>Services</b></i>	10	The Respondent is willing to provide robust professional services. Professional services include meetings with City employees, communication, and any support needed.
<i><b>Technical Requirements</b></i>	20	The Respondent meets all technical, privacy, and security requirements from the City of Tulsa's IT department.
<i><b>Price Structure</b></i>	25	The Respondent provides a competitive price that is affordable for municipal government's capital capabilities.
<i><b>References/Quality of Proposer</b></i>	10	The Respondent has a strong history of working with enterprise companies. The Respondent has experience working with governments or public agencies. The Respondent maintains professional relationships with City of Tulsa employees.
<i><b>Quality of Bid Response</b></i>	5	Bid is well formatted with clear and thorough responses.

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).

**X. MISCELLANEOUS**

- A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) 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.

## RESPONDENT INFORMATION SHEET

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

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

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

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

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

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

Street City State Zip Code

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

**Sales Contact:**

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

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact for Legal Notice:**

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

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Price Sheet Summary

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

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

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

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

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

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

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

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, INTEREST, AND CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

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

**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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 employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any 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 all applicable laws regarding equal employment opportunity.

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 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:

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

## 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 (“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 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 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](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 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 (Include Requirements as listed on page 3-4 & 7)	
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 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 24-916

RFP DESCRIPTION: Strategic Planning and OKR Management Software

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.