

11/21/23

Request For Proposal 24-913

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 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.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

- Which payment application does the City use? **Currently, we use Paymentus and Tyler Cashiering. We would like an open API if the City's payment system changes.**

Please provide an estimated volume of open records requests from 2022 and 2023 to date? **We do not have an accurate count due to the lack of a formal tracking system.**

- Approximately how many are public? **Unknown. We have 23 departments with roughly 60 custodians.**
 - Approximately how many are inter-agency? **Unknown. We have 23 departments with roughly 60 custodians.**
 - How many people would need the ability to perform redactions? **60+ (This should be scalable based on the number of custodians within the City.)**
 - Please elaborate on the expectations for a Marketing Plan? **We would like vendor suggestions on how they helped other customers advertise the new product both internally and to the citizens. This will be in conjunction with our Communications department to socialize the new product.**
1. How many users would the City of Tulsa need? **60+ (as stated in the RFP)**
 2. Does the software platform need to have the ability to collect documents responsive to a public records request? **Yes**
 - a. If so, what data sources would The City of Tulsa like to collect from? **Email, SharePoint, One Drive, Network Shares, Laptops, Desktops, Archive, Text, Video, Audio, Chat**
 3. Does the software platform need the ability to review documents responsive to a public records request? **Yes. And redaction (as stated in the RFP)**
 4. Approximately how many Legal Holds are active at any time? How many custodians are on these holds? **At any given time we have somewhere around 100-130 active litigation files. All of those are on litigation holds. That does not account for the tort claims, or other hold letters we receive from attorneys from time to time that requires us to preserve certain documents.**

5. Is audio or video redaction in scope? Yes. **(as stated in the RFP)**
6. What target date do you want the solution to be live? **No more than 6 months after contract signing.**
7. What legal technology is being used today to include legal hold, ECA, ESI collection, forensic collection from physical devices/remote endpoints? **We do not have any specific software that handles these requests. The process relies upon the departments to adequately search for any documents or data and then preserve them and provide us a copy.**
8. Does your current legal hold solution have the ability to preserve data in-place from your **sources or does IT/3rd party preserve this data manually?** **Currently, our office receives notice of potential litigation, and we send out a letter to IT, the department, and anyone else who appears to potentially have documents and ask them to place a hold on any related records. We also ask that they send a copy of any and all related documents to our office so that we can maintain them should litigation arise.**
9. Is tracking employee status changes, department moves, movement out of the company a challenge? **We would like the ability for the Administrator to add/remove people as necessary from the solution that we acquire.**
10. Does the City of Tulsa have an Early Case Assessment (ECA) and Collection Tool?
No
 - a. If no, Which data sources will you want our solution to search and collect from: Could include Email (What version), SharePoint, One Drive, Network Shares, Laptops, Desktops, Archive (if so which ones)? **All the above.**
11. Is automating the E-Discovery process and associated workflows using E-Discovery Project Management software in scope? **We would consider this. Please provide information related to it.**
12. Could you please describe the roles and responsibilities of the parties involved in the request process (e.g., Requestor, Administrator, Users/Groups, Custodians, Assistants)? **Requestor: The Citizen or Professional requesting information via an Open Records Request. Administrator: The application Business Subject Matter Expert that is responsible for administrative oversight of the application. Users/Groups: Custodians that work together within specific Departments. Custodians: the Open Records liaison within each department. Assistants: Designated people within each department that assist the Custodians.**
 - a. Is the Administrator the site Administrator (i.e., responsible for workflow configurations)? **Yes**
 - b. Do the Users/Groups fulfill the role of a Request Administrator (i.e., responsible for setting due dates, and assigning workflow tasks)? **Yes**
 - c. Who performs the collections of data? **Custodians and their assistants are responsible for gathering data related to the Specific Open Records Request.**
 - d. Who reviews the data? **The Custodian initially reviews the data. The Manager, if needed, can review the data. If redaction is needed and they don't have that ability, it will go to Legal. If it requires legal review, it will go to Legal.**
13. Is there anything different or special about requests for INSPECTION or COPYING? **We want to ensure that the requestor designates this in the request. It will determine what can or cannot be in the documentation requested. We do not have specifics on what those designators are.**

14. "Provides on-screen prompts, tutorials, and help screens to assist users in the entry of correct information codes."
 - a. How are the information codes defined? **The information codes identify the type of document that is being requested.**
 - b. What would indicate a "correct" information code? **Within the request form, the requestor chooses specific prompts that are tied to the codes. The request will be routed based on the prompts in the workflows.**
15. "Allow override of default workflows by authorized users (e.g., admin can assign to legal for review prior to being worked)" In this requirement, what does "being worked" mean? **There could be cases that require legal review. We need the ability to direct it to Legal prior to fulfilling the open records request.**
16. Marketing plan - What is the purpose of the pre-made fliers? **We would like vendor suggestions on how they helped other customers advertise the new product both internally and to the citizens. This will be in conjunction with our Communications department to socialize the new product.**
17. Will "Responsive forms" be sent to the Requestor as a follow-up form after the information in the initial request form has been received? **We would like this ability.**
18. "Ability to run reports on archived or destroyed files. (Ability to record all documents that have been archived and/or destroyed.)" Wouldn't recording all documents that have been disposed of when a request exceeds your standard retention period have inherent risk? Could you please provide some context for this use case? **There may be situations where the initial retention period has ended but requests are still being made regarding the documentation.**
19. "Ability to either extract or "hold" records in the system that captures information for Legal "holds"" Will a legal hold solution be in the scope of this request? If not, what is the current system that captures information for Legal Holds? **Maintaining records for all legal holds are not in scope for this RFP, but only our ability to preserve records in the case that we may need it for a particular request. If there are some automated retention processes, we should be able to make an exception for deletion of any records that are in the system in case there is a legal hold.**
20. "Ability for the system to calculate fees based on a fee schedule" Can you please provide an example of what a fee schedule for the City of Tulsa might look like. **(See attached – Appendix A)**

APPENDIX A

**PUBLIC NOTICE OF CHARGES FOR REPRODUCTION
OF CITY RECORDS PURSUANT TO OPEN RECORDS
POLICY OF CITY OF TULSA**

Except as otherwise provided by law, the following schedule of charges shall apply to records requests pursuant to the open records policy of the City of Tulsa and in compliance with Oklahoma's Open Records Act, Title 51 Oklahoma Statutes, Sections 24A.1 and following. This schedule of charges is posted in the public access area of the City Clerk's office, 2nd Floor of City Hall, and in the County Clerk's office. The type of record provided is at City's discretion. Payment of fees in advance of production may be required.

<u>Type of Record Provided</u>		
1. Paper Reproduction		
a. Legal sized or smaller (8½ x 14 or smaller)		\$0.25 per page
b. Ledger sized (11 x 17)		\$0.50 per page
c. Certified Copy		\$1.00 per page
d. Paper larger than 11 x 17, microfilm, photographic paper or other specialty papers		Direct cost of reproduction
2. Audio Cassette		\$6.00
3. CD or DVD		\$6.00
4. Any Other Media (flash or thumb drive, external hard drive, memory card, or other specialty media)		Direct cost of media
<u>Production Fees</u>		
1. Direct Cost of Record Search and Copying (only as approved by Records Manager). Assessed for commercial requests or requests that result in excessive disruption of the essential functions of the public body.		\$30 per hour / \$7.50 per ¼ hour
2. Delivery (Mail, Email, FTP, etc.)		Direct cost

11/18/23

Request For Proposal 24-913

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.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

Page 11- Item 3: Are all the report type samples listed required (i.e., facility calendars and class rosters) for submittal? **These reports are not required for submittal but, we would like to have as many of these reports as possible. We would also like ad hock reporting to allow us to create the reports that are not part of the package.**

Page 12- Item 3C: Can the proposal be submitted via email? **No.**

- What is the size of the current document population the City maintains that is subject to an open records request? **This is unknown. The City has over 60 custodians across all departments. There has never been any formal tracking for this.**
- Are the documents in a database? If so, can you provide more information regarding the type of database? **The documents are not in one specific database. They are spread out throughout the City: Examples: SharePoint, File Shares, off-site storage, document management systems. We have an enormous number of records that are all potentially responsive to requests. We may consider integration with other systems in a future project.**
- Can you elaborate more about the process for identifying to which department a request is sent? We understand that it is manual today, but are there any technical rules in place that direct individuals when routing those requests? **There very few rules in place. The rule of thumb is: Requests are directed to the department(s) who owns the records in question.**
- Does the City of Tulsa have an Enterprise Content Management System that currently stores the city's important documents? **Yes**
 - If so, will the ORRMS need to integrate with that system? **maybe later as a second phase\project**
 - If so, what is that system? **Tyler Content Manager (TCM)**
 - If the City of Tulsa does not have an ECM system, would they consider implementing one as part of this project? **we have TCM**

- The RFP states the solution should have the ability to scale to 60+ licenses. How many licenses will you need initially? 42 for now, but that number could go up potentially
- Has a budget been established for this project? yes
 - If so, what is it? 100K

What content or document repository is the City of Tulsa currently using? Tyler Content Manager (TCM) is one of our repositories, but the documents are not in one specific database. They are spread out throughout the City: Examples: SharePoint, File Shares, off-site storage, document management systems.

What is the size of the content in the repository today? Unknown, due to no centralized repository (as stated above) This is not in scope for this project, but we want to understand the possibilities for a future project.

Are there any metrics to share on the growth rate of records requests year over year? We do not have an accurate count due to the lack of a formal tracking system.

Quick question regarding Req019 "PII Compliance." Can you be more specific on this?" The City is required to protect PII, personal identifiable information under the Open Records Act, Title 51, Okla. Statutes, §§ 24A.1-24A.33 and possibly other regulations. Please illustrate how you will protect our information.

Request for Proposal

24-913

Professional Services for:

Open Records Request Management Software System

NIGP Commodity Code(s):

208-68; 208-37; 918-44; 920-07; 958-23; 958-82; 209-38

RFP Schedule

EVENT	DATE
RFP Issue Date	10/25/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	11/20/2023 <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
*All questions should be emailed with the **RFP 24-913** 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 of Tulsa is searching to secure a Respondent to provide an Open Records Request Management Software System.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

This history summary outlines the key considerations and challenges that have led to the decision to implement a system for the first time.

1. Absence of a Formal System:

- Historically, the City has operated without a dedicated Open Records Request Management Software System. Instead, requests were managed through manual, decentralized processes.

This decentralized approach has proven increasingly unsustainable as the City's administrative workload has grown, leading to inefficiencies and potential compliance gaps.

2. Anticipated Increase in Open Records Requests:

- As the City expands its operations and services, an uptick in open records requests is expected. The absence of a formal system presents a significant risk of overload and delays in response times.

Implementing a dedicated system is vital to ensure prompt and accurate handling of requests.

3. Legal and Regulatory Compliance:

- With the absence of a structured system, there is an inherent risk of non-compliance with legal and regulatory requirements regarding open records requests.

The introduction of a formal system will facilitate adherence to all relevant laws and regulations, reducing the potential for legal consequences.

4. Establishment of Clear Workflows and Protocols:

- Without a dedicated system, there are no established workflows or standardized protocols for handling open records requests.

Implementing a formal system will provide the opportunity to define clear, streamlined processes, reducing ambiguity, and improving response efficiency.

5. Enhanced Transparency and Accountability:

- A dedicated Open Records Request Management Software System will significantly improve the City's ability to demonstrate transparency and accountability in its operations.

It will allow for accurate tracking and reporting of requests, providing a tangible measure of the City's commitment to open government.

6. Stakeholder Engagement and Public Trust:

- Establishing a formal system sends a strong message to stakeholders and the public, demonstrating the city's commitment to open and accessible government.

This initiative will contribute to building public trust by ensuring that requests are handled efficiently, accurately, and in accordance with legal requirements.

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	11/20/2023
PROPOSAL DUE DATE	11/29/2023
Proposal Opening Date	11/30/2023
Begin proposal evaluations	12/01/2023
Interviews with Respondents (if needed)	12/14//2023
Negotiations with apparent successful Respondent begin (anticipated)	01/11/2024
Execute contract (anticipated)	01/24/2024
Begin service delivery (anticipated)	02/01/2024

IV. SCOPE OF WORK:

The City is requesting proposals to obtain a comprehensive Open Records Request Management Software System (“ORRMS”) that can meet the current requirements of the City of Tulsa (“City”) and is capable of expansion to meet future needs. The City requires a hosted Cloud-based system with 99.9% availability and with minimal local client (PC) software install which provides staff the greatest flexibility in accessing the software. The City requires access to all data, compliance with data retention/public record laws and protection of sensitive data such as Criminal Justice Information Services (CJIS), personal information (PII Compliance) and payment information (PCI Compliance).

The Respondent’s system should provide an intuitive, beautifully designed user experience with the following service capabilities:

Req ID	Req Description	Comments
General Features		
Req001	Ability to track records received by mail (received outside the system) manual entry. Need ability to attach the paper copy to the automated request.	
Req002	Ability to track response to requests fulfilled outside of the system (i.e., requestor wants documents printed) Example: The requester comes into the office to make a request. All steps of the request process are manual (not within the system). As we add the notes into the system, a date and timestamp will be applied.	
Req003	Licensing- Capacity to scale to 60 + licenses (if needed) Multiple Custodians: users & Departments (22) - (roughly 60) & helpers	
Req004	Comply with Americans with Disabilities Act (ADA) Section 508 requirements.	
Req005	Allows internal and external (customers) users to download and print records. Describe how this is handled? Example: A customer has made a request and would like to download and print their documentation.	
Maintenance and Support		
Req006	Respondent must provide their SLAs for the system.	
Req007	Performs maintenance and upgrades with no interruption to normal operations.	
Req008	Provide at least 48 hours advance notice before its change management process begins for maintenance and upgrade.	
Req009	Respondent provides help-desk support during regular business hours (Monday-Friday 7:30 a.m. - 5:30 p.m. Central Standard Time)	
Req010	Respondent must provide the disaster recovery plan for the system.	
Req011	All software patches and updates must preserve local settings, user-defined groups, configurations, and customizations in all environments (e.g., DEV, TEST, PROD, etc.).	
Req012	Restores settings and configurations, data, and data relationships erroneously modified or deleted.	

Req013	Ability to provide a backup of the stored data, to the City of Tulsa, daily. <i>Example: If a significant event occurs and the system goes down, the data in the database will be provided (Push to) the City of Tulsa, daily.</i>	
Req014	Respondent promptly responds to system failures upon notification. (SLA's)	
Security Features		
Req015	The system must have security features such as PII, PCI, HIPPA, & CJIS compliance in place to protect personal information.	
Req016	Customizable system securities to manage and restrict access to requests and records for staff. The system should allow for internal controls that prevent users from accessing requests and records that are not assigned to them. <i>Any Custodian/helper/manager must have visibility into the entirety of the request, not necessarily the documents being compiled, just the request.</i>	
Req017	HIIPA Compliance	
Req018	CJIS Compliance	
Req019	PII Compliance	
Req020	Ability to manage confidential documents according to user role	
Req021	Open API for payment options	
Req022	The system must provide capability to create account for requestor to submit and track status of their request(s).	
Req023	The system must allow requestors to submit, track, obtain records via anonymous request	
Workflow		
Req024	The system should include the option for customizable workflows, defined by the City based on applicable regulations, policies, and procedures, to validate fees prior to billing the customer.	
Req025	Ability to notify users when a request is overdue and include an escalation process.	
Req026	Ability to forward/assign tasks to one or more users	
Req027	Ability to route a request based on key terms, such as texts, email, electronic message	
Req028	Ability to mark the status of a request for internal reporting <i>(in progress, hold, new, complete, etc.)</i>	
Req029	Ability to add processing related comments/notes that are not visible to the requestor.	
Req030	Capability of simultaneous and/or consecutive review and input by multiple users/user groups <i>(Records Custodians and assistants).</i>	
Req031	Capability to route requests for review by specific departments, for example, Legal or Public information office. <i>(Automated or Manual)</i>	
Req032	Ability for administrators to create/modify workflow and fields within it.	
Req033	Capability to upload documents. <i>(Custodian or Requestor)</i>	

Req034	Ability to upload documentation for review and redaction <i>(Records Custodians and assistants).</i>	
Req035	Include the following document release methods: - Do not release. - Release to a requestor. - Release to a public page.	
Req036	Ability for requestors to submit requests utilizing a webform	
Req037	Built in tool to aid the requestor in evaluating if the request is a duplicate of a previous request already submitted.	
Req038	Reporting capabilities and tools to aid Custodians in evaluating if there are duplicated requests from the same requestor	
Req039	Include calendar with flags, check-in points <i>(notifications sent via email - in case they are not in the system)</i>	
Req040	Ability to flag if a specific party or department must be notified of the request	
Req041	Capability to fulfill requests electronically, email.	
Req042	Notify requestor that their requested documents are available and, if applicable, costs to be paid to fulfill request.	
Req043	Ability to associate related requests by requestor	
Req044	Ability to notify defined Custodians when each segment of a request has been fulfilled and the entire request has been fulfilled. <i>Example: Multiple department requests - letting everyone know the request was fulfilled.</i>	
Req045	Ability to require the requester to specify the request is either for INSPECTION or COPYING.	
Req046	Generate automated emails to the requestor for special circumstances. <i>(Examples: Delays in producing the requested documentation, the request cannot be fulfilled at this time, a target date is changed/reset.)</i>	
Req047	Ability to require the requestor to indicate if the request is for emails.	
Req048	Provide tools to the City to customize user interfaces.	
Req049	The system must have time tracking capabilities.	
Req050	Ability to track changes in the system by person, date, and time. <i>(Audit trail)</i>	
System Administration		
Req051	System can be set up on a tablet/iPad, etc. for office kiosk.	
Req052	Performs agency and system defined edit and data validation checks such as content of each individual data field <i>(e.g., proper format for a date)</i> and relationship of data field to other data.	
Req053	Ensures clarity of all system-generated messages <i>(e.g., full explanation of inputs that fail edit or data validation tests).</i>	
Req054	Displays data entry errors that include description of error and identification of data entry operator.	
Req055	Allow system administrators to easily update information on policies and procedures for Records Custodians	

Req056	For requests of multiple records within a single request, provide the ability to track the status of each item requested individually (e.g., if 10 items are requested, user can track all with same status and notes or can break out into separate notes for each item requested). Allows disposition for each individual record or group of records.	
Req057	Provide spell check and grammar check capability in all comment fields, including system generated fields with capability to add common words and acronyms	
Req058	Ability to time/date stamp all interactions with a request: when the request is received, all custodian and requestor interactions, when a citizen has read their email, when a citizen has picked up their documentation (in person or in a repository),	
Req059	Provides on-screen prompts, tutorials, and help screens to assist users in the entry of correct information codes.	
Req060	Ability for requestor to complete an electronic signature when making a request and retrieval of documentation in person.	
Req061	Allow override of default workflows by authorized users (e.g., admin can assign to legal for review prior to being worked)	
Req062	Provide a method to temporarily delegate individual system permissions and roles to other user(s) or group(s). Example: Administrator goes on vacation	
Req063	Administrative control for custodian access. Role based control. Provide a method for user-defined roles to manage user accounts: onboard new users; assign user roles; manage role permissions; and terminate users.	
Req064	Provides tools for defined users to search, identify, and merge requestor, duplicate person records (i.e., various identifiers for given person must be correlated).	
Req065	Need the ability to prevent records from being released prior to fee collection unless the fee is not applicable. /Inability of the system to release requested records until fees are paid.	
Req066	The database will be an SQL Server database.	
Req067	Provides tools to export and import large quantities of data/documentation over web services.	
Redaction		
Req068	Scan/search/review each attached record for traditionally recognized confidential information, such as phone numbers, social security numbers, etc., and mark each spot in the record for possible redaction.	
Req069	Allow for mass and manual redaction of systematically identified confidential information.	
Req070	Flag and/or score security based on the type and amount of sensitive information (PII, proprietary information, etc.)	
Req071	Allow multiple users (licenses) to apply redactions. All custodians should be able to redact.	

	Redaction Types: - Redact entire document. - Redact individual pages within a document. - Redact specific, selections on a page	
Req072		
Req073	Audio, video and picture file redaction tool or API to connect to external tools. <i>Example: TPD is using their video vendor tools.</i>	
Reporting and Forms		
Req074	Ability for the administrators to create/add/modify forms/fields and lists to enhance the layout of the form.	
Req075	Provide the ability to access the system database directly for query purposes. <i>(Customized reporting)</i>	
Req076	Provide the ability to export data from the database using system utilities.	
Req077	Provide the ability to add triggers/stored procedures to the database.	
Req078	Provide tools for users to modify, create, and run canned and ad hoc reports.	
Req079	Creation of views/dashboard to support real-time analysis.	
Req080	Ability to generate reports based on various points of information: Processing time, Fees collected, Department, Custodian, Requestor, Type of Requestor, Audit Trail, number of hours spent on a request, departmental fees invoiced, etc.	
Req081	Categorize Requestors <i>(Business/Media/Citizens/Students or Researchers) - reporting and processing</i>	
Req082	Sequentially numbering all pages of response documents	
Communication		
Req083	Ability to communicate internal to the system (with each other) (email/chat/etc.)	
Req084	Ability to communicate externally to the system (email) <i>(keeping communications relevant to the requests w/in the system)</i>	
Req085	FAQs to help inform requestors	
Req086	Branding features	
Req087	Ability to update as needed. Emails/Forms/FAQ's, Branding.	
Req088	Ability to have templates for the preformed responses. Ability to auto populate language to be sent to the requestor when the request is closed and/or in process	
Req089	Marketing plan <i>(communication to the Citizen - pre-made fliers, etc.)</i>	
Information Features		
Req090	Ability to maintain a helpful tips/information/Q&A page for like Wiki or an information library, where tips and information can be shared with records custodians.	
Req091	The ability to search and retrieve documentation from a repository. <i>Example, if the City wanted to "push" information out that it is anticipated might generate records requests or might be a frequently requested record</i>	

Req092	Responsive forms to help get the requests more refined. i.e., timelines, additional questions, subjects	
Req093	The request form can use key words/terms to assist the user in refining and setting the expectations of the request. <i>Example: such as "calculate" and then have a notification that explains that the ORA only requires the city to gathering records for review that the City does not manipulate the data.</i>	
Storage/Retention		
Req094	Ability to maintain location for archived files. (Repository)	
Req095	Ability to indicate cases qualify for archiving or destruction.	
Req096	Ability to run reports on archived or destroyed files. (Ability to record all documents that have been archived and/or destroyed.)	
Req097	Automated ability to purge requests from the system based on date/timestamp and/or other criteria.	
Req098	Ability to either extract or "hold" records in the system that captures information for Legal "holds"	
Req099	Audit trails for work done within the request.	
Req100	Need to document receipt and response for legally required timeframes.	
Req101	Ability to tag new information and relate it to existing published requests from a repository that is available for requestors as well as Records Custodians to use.	
Req102	Backs up data as selected at any time by system administrator without interrupting operations.	
Req103	Ability to retain all documentation based on retention policies in place for the City, in a repository. This will include, but not be limited to correspondence, MS Teams, Chats, Recordings, voicemails, emails, etc. All forms of documentation should be considered.	
Payments (If online process is allowed)		
Req104	Ability for the system to calculate fees based on a fee schedule	
Req105	Ability for Administrator to update the schedule of costs associated with requests manually	
Req106	Ability to maintain a user-configurable fees table (automated)	
Req107	Ability to import a schedule of costs in Comma Separate Value or Excel format	
Req108	Ability to use time tracking to create a formulary and an invoice for goods and services rendered.	
Req109	Ability for Citizens to pay fees online	
Req110	Ability to create invoices, using estimates, including partial payments.	
Req111	Ability to distribute electronic receipts	
Req112	Ability to generate receipt number	
Req113	Ability to accept single payment for multiple requests	

Req114	Ability to have a final payment, less the partial payment (even if the final fee is higher/lower than the estimate)	
Req115	PCI Compliance	
Req116	Flags are automatically applied for requestor non-payment or partial payment	
Req117	The system will have a manual process for adding or overwriting fees.	
Deflection Tools		
Req118	Misdirected requests can be redirected to the right source. Point to other places on the existing website or other websites.	-
Req119	Use keywords and or phrases within the request form as deflection tools	
Req120	(system) Ability to update and configure deflection tools	
Training		
Req121	Supply Tulsa personnel with comprehensive training manuals used in vendor training. This will include requestor training/fliers/communications.	
Req122	Provide testing and training environments that replicates the production environment on an ongoing basis.	
Req123	The Respondents shall supply comprehensive System Administrator training for day-to-day, routine maintenance functions such as add/change/delete user accounts, add/change/delete code tables, workflow management, general database maintenance, security settings, and group/role definitions, etc.	

1. DELIVERABLES:

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

1. The project team will be expected to meet regularly with the City employees and/or other representatives to discuss the implementation and provide progress reports. Detailed project timelines with Gantt charts are expected to illustrate phases of installation, training, testing, Go-live, etc. The implementation goal of the City is to carry out a new system 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 or virtual live 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 to escalate technical issues.
3. The City expects the ongoing support and coordination with the City Information Technology (IT) Manager & Records Manager to ensure the

proper implementation, configuration, troubleshooting, architectural design, and other product-related support from the Respondents.

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 to implement the Open Records Request Management Software 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). Additionally, provide information about any necessary hardware and peripherals required for the Open Records Request Management Software System to operate effectively. Include pricing for additional hardware and peripherals as part of the cost proposal.
3. Include samples of reports such as a payment receipt, detailed transaction report, facility calendars, class rosters, brochures, or other literature.

2. 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 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.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Status Meetings	Vendor	Monthly	Vendor
Training	Vendor	As Needed	Vendor

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

3. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A. 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 24-913, Open Records Request Management System”**.

Proposals received late will be returned unopened.

- B. Proposals shall be delivered and sealed to:

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

- C. Interested Respondents should submit:

One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

- D. All interested Respondents (Sellers) are required to register with the Buyer to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, November 20, 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

4. 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:

CRITERIA SCORES	WEIGHT
1. Adherence to RFP Instructions	0.05
2. Company Information	0.05
3. Project Understanding	0.20
4. Requirements	0.30
5. Product Viability & History	0.05
6. Terms & Conditions	0.05
7. Vendor Demonstration	0.25
8. Fee Summary	0.05
Total Score	1.00

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.

5. MISCELLANEOUS

- A.** The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and selected Respondent’s proposal. Further, selected Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Respondent’s response to this RFP will be considered part of the Agreement if one is awarded to Respondent.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract based on race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** The use of the City of Tulsa’s name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- F.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G.** The City is bound to comply with Oklahoma’s Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see 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 of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.

- J.** The selected Respondent “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)

- K. 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

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: \$ _____

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 _____)
)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.

By: _____

Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent (“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.

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

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:

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	
Responses to Proposal Questions	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
City of Tulsa General Contract Terms (required form)	
Acknowledgment of Receipt of Addenda / Amendments	
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# 24-913

RFP DESCRIPTION: Open Records Request Management Software 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.