

September 15, 2026

Request for Proposal 27-907

Addendum #1

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

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

1. If there is a missing pole tag or pole ID on the pole, is it up to the respondent to work with pole owner to obtain missing pole numbers/ID's? **If a pole does not have an ID tag, use a unique number, like COTP-XXXXXX to identify them**
2. What does 'if available' mean with regards to inventorying attachment heights? **Distance from the ground that the cables are attached on the pole**
3. Is there a shapefile showing where the fiber routes are and to which locations the fiber enters/exists? Are the respondents allowed to have access to the shapefile? **Kmz files will be provided once background checks and data riders are completed.**
4. Is the respondent expected to open and assess splice cases to determine how the fibers are spliced to deliver accurate strand to strand splice assignments? **Yes**
5. If the respondent is to open and assess the splice cases, is the City of Tulsa comfortable with the respondent accessing fiber cases with live fiber in it? **We are good with allowing access to the splice cases. We will need to coordinate this procedure with Change Management—scheduling the openings. The vendor has to provide notice of doing so.**
6. On page 12 of the RFP, what is a 'Pull Hole' with a quantity of 553? **These should be considered hand holes. Qty. is approximate.**
7. Is the respondent required to be registered with the City of Tulsa before submitting an RFP response? **For expediency it is preferred.**
8. What percentage of the aerial plant is accessible by bucket truck? **All Aerial lines should be accessible via bucket truck**

1. Aerial infrastructure
 - fiber optic cables - Is this a request for the type of fiber optic cable that is on the aerial run? **Type and count**
 - Will the City provide all locations for Aerial Infrastructure? **Yes**
2. Underground Infrastructure
 - Will the City be providing assistance with any road blockage that is required to access manhole covers if they are in the street? **Yes**
 - Will the city provide locations for all underground infrastructure (Handholes, vaults, and manholes)? **Yes**
3. Fiber & Strand Documentation
 - For strand continuity validation - are we going to be taking active fiber offline for strand continuity validation? **Mostly. This will need to be scheduled through change management. Certain locations for public safety will not tolerate outages of this nature.**
 - If yes, will the city be coordinating with the customer using the end device that will lose connectivity for this test? **Yes, we will manage change control.**
4. Splice & Termination
 - Will splice drawings be provided so that they can be updated? **Drawings that we have will be provided**
5. Mapping & Drawings
 - Will currently available network route maps be provided to update? **Yes**
 - What format are the current network route maps? **.kmz file**
 - Will current As-built style drawings be provided? **Yes**
 - What is your GIS-compatible spatial data requirements?

Shapefile or File Geodatabase are the preferred file formats. We can read and export from many different file formats, but there are over 1,000. Any delivery planning on using a non-ESRI native file format, will need to verify with the City of Tulsa if the format is fully compatible. The preference remains Shapefile or File Geodatabase.

**Projected coordinate system will need to be
NAD_1983_StatePlane_Oklahoma_North_FIPS_3501_Feet ,
EPSG:2267**

**Geodatabase Resolution / coordinate resolution =
0.003280833333333333 Feet**

Lines and points will need to be topologically correct using common rules such as:

- Must not self-intersect**
- Must be single part (no multipart lines)**
- Endpoint of lines must be covered by a point feature (hand hole, splice point, etc)**

- Must be larger than cluster tolerance (vertices that fall within the cluster tolerance are defined as coincident and are snapped together)
- Points must be covered by a line

Selected fields will require restricting values to domain codes and descriptions from domains provided by the City of Tulsa, AKA dropdown selections.

6. Field Verification

- o What process do we use to provide Photographic documentation?
SharePoint, connectivity to your internal systems to upload.
- o Will all documentation be provided in order to identify discrepancies? Yes

Will we be provided access to all current GIS information and all current documentation? Qualified respondents, that have completed the data rider agreement, will have access to the GIS files

Will we be required to generate all documentation without knowing current documentation format? No. Format will be provided

Will we be provided access to Lucity? No. Lucity will be built from database information

in order to complete OTDR testing of all fiber that will require outages of active fiber. Will all outages have to occur after hours? Scheduled change management practices could be coordinated.

If outages are required will the City provide those outage windows or will we be responsible for scheduling them? CoT will be responsible for coordinating outages.

Will the city require multiple trips to a single location to complete testing or will access and outages be provided to complete all testing and documentation in a single trip? We do not intend for the company to make multiple trips, if done correctly.

"Under Exhibit A, section 3, of the price sheet summary, could the City define what the "Core Locations" and "Non-Core Locations" are?"

A **Core Location** is a facility that contains network infrastructure or services essential to the enterprise network's operation, aggregation, security, or resiliency, while a **Non-Core Location** is an endpoint or access facility that consumes enterprise network services but does not provide material network infrastructure or connectivity for other locations.

Is there a set billing cycle for this project (weekly, bi-weekly, monthly)? Or is the awarded Firm expected to submit one invoice at the completion of the project?

We will not publicly release the information until after the award.

We are happy to work out milestones.

Request for Proposal

27-907

Professional Services for: Fiber Optic Inventory Project

Department: Information Technology

NIGP Commodity Code(s): 918-95, 962-18, 958-89

RFP Schedule

EVENT	DATE
RFP Issue Date	09/02/2026
Pre-Proposal Conference <i>Virtual – email buyer for invite to Zoom/Teams link</i>	Sept 10, 2026, 2:00-3:00 PM
Deadline for Questions <i>Submit to assigned buyer via email.</i>	09/14/2026 <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>	09/23/2026

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

Donny Tiemann | dtiemann@cityoftulsa.org
*All questions should be emailed with **RFP 27- 907** in the subject line.*

Submit proposals (sealed) to:

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



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals from qualified firms to perform a comprehensive fiber optic network inventory and documentation effort. The project includes aerial and underground fiber infrastructure, with a focus on validating physical assets, updating records, and delivering accurate, GIS-ready documentation.

The objective of this project is to establish a **current, accurate, and maintainable fiber inventory** that supports operations, maintenance, planning, and future expansion and/or prioritization of replacing ageing infrastructure. **The anticipated completion date of this project is June 30, 2027.**

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

The City's fiber optic network has been developed and expanded over many years to support a wide range of municipal operations and services. As a result of incremental growth, changes in standards, and varying documentation practices over time, portions of the network now rely on aging infrastructure records that are incomplete, inconsistent, or no longer accurate. Existing maps, splice diagrams, and strand assignment records do not always reflect current field conditions, particularly for aerial and underground segments that have undergone maintenance, repairs or modifications. These documentation gaps create challenges for daily operations, troubleshooting, capacity, planning, and future expansion. The City is seeking to establish a comprehensive, verified, and up to date inventory of its fiber optic assets to improve reliability, operational efficiency and long-term asset management.

Bidders are expected to provide a price per mile and price per splice enclosure.

III. TIMELINE:

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

EVENT	DATE
RFP Issue Date	09/02/2026
Pre-Proposal Conference	Thursday, Sept. 10, 2026
Deadline for Questions	09/14/2026
PROPOSAL DUE DATE	09/23/2026
PROPOSAL BID OPENING	09/24/2026
Begin proposal evaluations	09/18/2026
Interviews with Respondents (anticipated)	09/30/2026
Negotiations with apparent successful Respondent begin (anticipated)	10/05/2026
Execute contract (anticipated)	10/14/2026
Begin service delivery (anticipated)	TBD

IV. SCOPE OF WORK:

The Respondent shall inventory all applicable fiber infrastructure, including but not limited to:

- 1. Aerial Infrastructure**
 - Fiber optic cables
 - Pole attachments
 - Strand placement and lash configuration
 - Pole IDs (utility owner, pole number)
 - Attachment heights (if available)
 - Aerial slack locations and configurations
- 2. Underground Infrastructure**
 - Conduit systems
 - Duct and sub-duct assignments
 - Handholes, vaults, and manholes
 - Underground slack storage
 - Fiber entry and exit points

3. Fiber & Strand Documentation

- Total fiber counts per cable
- Active, spare, dark, and reserved strand identification
- Strand continuity validation (where records exist)
- Fiber type (SM/MM), manufacturer (if identifiable), and cable construction
- Cable IDs and labeling verification
- Sheath markers and tag information

4. Splice & Termination Documentation

- Updated splice drawings for all splice points, including:
- Splice closures (aerial and underground)
- Handholes, vaults, and cabinets
- Accurate strand-to-strand splice assignments
- Identification of pass-through, express, and cut fibers
- Termination points (panels, cabinets, huts, buildings)
- Identification of abandoned or undocumented splices

5. Mapping & Drawings

- Creation or update of network route maps
- Accurate placement of:
- Fiber routes
- Splice locations
- Termination locations
- Slack loops
- GIS-compatible spatial data
- As-built style drawings reflecting field conditions

6. Field Verification

- Field surveys to validate records against physical infrastructure
- Visual inspection of accessible aerial and underground assets
- Identification and documentation of discrepancies
- Photographic documentation (preferred)

V. DELIVERABLES:

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

- 1) **Data & Deliverables** shall include, at a minimum:
 - Updated splice diagrams (PDF and editable format)
 - Fiber strand assignment tables
 - Cable inventory database (Excel, CSV, or GIS format)
 - Route maps and network schematics
 - Discrepancy and risk report
 - Metadata and documentation standards
 - Final summary report outlining findings and recommendations
 - OTDR testing and trace correlation
 - Fiber health and degradation analysis
 - Remediation recommendations
 - Inputting/recording of data into Lucity – Asset Management system
 - Development of ongoing inventory maintenance processes
 - Labeling or tagging recommendations

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the awarded Respondent. These performance metrics will highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. The City looks forward to working with the awarded Respondent to define these important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the City and the awarded Respondent 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

Contract Performance Monitoring

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, September 23, 2026, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 27-907, Fiber Optic Inventory Project**”.

Proposals received late will be returned unopened.

- B.** Interested Respondents should submit:
One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (USB drive).

- C.** Proposals shall be delivered and sealed to:

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

- D.** All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:

<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, September 14, 2026**.

Donny Tiemann, Project Buyer
dtiemann@cityoftulsa.org

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

- F.** Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

Qualifications and Experience

- A. Provide a general overview of your organization. What sets your organization apart from your competitors? Why is your organization uniquely qualified to take on this scope of work?
- B. Provide a detailed description of the extent of your organization's experience in conducting similar projects or delivering similar services for public agencies. What has that experience taught you that you would bring to bear in this project? List the number of public sector clients that currently utilize similar services. Provide client name, contact names, address, email address and telephone numbers of references from at least three organizations from which you were contracted to perform similar work.

Staff Capacity and Oversight

- C. Describe the team that will work on this project. Include a list of key team members and their general availability while on this project. Make a case for why they will be great partners on this project. Please provide bios, resumes or whatever you think best highlights the strength of the team that will be working on this project. It is noted that equipment, material and staff shall be provided by the Respondent.
- D. Please describe your organization's capacity to take on additional work if you are awarded this contract. How would you create additional capacity, if needed?
- E. Please provide information on any subcontractors that will be used, if any, on this project and describe the work they will be performing.

Service Delivery and Timeline

- F. Provide a detailed description of your organization's ability, approach, and methodology for this project or service in line with the RFP objectives and key elements outlined in the scope of work.
- G. Provide a description of your implementation process and timeline for your project or service, including key milestones related to the scope of work. Include estimates of the timeframe estimated to complete each task.
- H. Address what the vendor expects from the City and the deliverables the City should expect from the vendor.

Project Management and Reporting

- I. Describe your proposed method of project management for this project.
- J. In addition to any metrics identified in the RFP, describe the key performance indicators (KPIs), performance metrics, and/or compliance metrics you have used or plan to use to track the delivery and success of this project or service.
- K. How will you communicate with the City of Tulsa in a responsive and proactive manner?

Pricing and Cost Proposal

- L. Cost proposal: In addition to the price summary sheet, complete a price schedule, budget, or cost proposal in its entirety that will enable the effective delivery of the proposed project or services.

- M. Narrative and justification: Present a detailed cost narrative that explains the basis and rationale for the costs proposed. Identify and explain any costs that are not listed or addressed in this proposal, including fees due from users or paid to 3rd parties.

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(s).

In this RFP, a panel consisting of not less than three City of Tulsa employees will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City.

All Bids will be evaluated using the following criteria:

Category	Total Points
<i>Qualifications and Experience</i>	10
<i>Staff Capacity and Oversight</i>	10
<i>Service/Project Plan</i>	35
<i>Service Delivery and Timeline</i>	15
<i>Project Management and Reporting</i>	10
<i>Pricing and Cost Proposal</i>	20

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.

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.
- J. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City

- K. 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.

Commercial General Liability: \$1,000,000 each occurrence	\$2,000,000.00 (Annual Aggregate)
Professional Liability / Errors & Omissions (O&E) per claim	\$1,000,000.00
Auto Liability, combined single limit	\$1,000,000.00
Workers' Compensation	(Statutory limits)
Cyber Liability (Annual Aggregate)	\$5,000,000.00

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. **The Certificate of Insurance must be completed with the following information:**

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

- L. **Data Rider:** If the box is checked "Yes," the Data Rider is **required**:

Yes: ☒ **No:** ☐

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)

- | | |
|--|--|
| ☐ Sole Proprietorship | ☐ Limited Partnership |
| ☐ Partnership | ☐ Limited Liability Partnership |
| ☐ Corporation | ☐ Limited Liability Limited Partnership |
| ☐ Limited Liability Company | ☐ 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.](#)

EXHIBIT A

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)

Project Start Date: If Your Proposal is Accepted, state the date you expect to begin providing

Services: _____

Please present a Fee Schedule for each item:

1. Fiber Infrastructure Quantities**Aerial Fiber**

- Total Aerial Footage: **952,021.383 USFT**
- Total Aerial Mileage: **180.307 Miles**

Item	Quantity	Unit Price	Extended Total
Aerial Fiber (per USFT)	952,021.383	\$ _____	\$ _____
Aerial Fiber (per Mile)	180.307	\$ _____	\$ _____

Underground Fiber

- Total Underground Footage: **571,528.898 USFT**
- Total Underground Mileage: **108.244 Miles**

Item	Quantity	Unit Price	Extended Total
Underground Fiber (per USFT)	571,528.898	\$ _____	\$ _____
Underground Fiber (per Mile)	108.244	\$ _____	\$ _____

2. Fiber Points

Item	Quantity	Unit Price	Extended Total
Pull Holes	553	\$ _____	\$ _____
Manholes	258	\$ _____	\$ _____
Splice Points	206	\$ _____	\$ _____
Hand Holes	9	\$ _____	\$ _____
Riser Poles	2	\$ _____	\$ _____

3. Data Core Locations

Item	Quantity	Unit Price	Extended Total
Core Locations	33	\$ _____	\$ _____
Non-Core Locations	213	\$ _____	\$ _____

TOTAL COST NOT TO EXCEED:
(Costs for All items for in Sections 1, 2 & 3)

\$ _____

Vendor Notes

- All unit prices must be **fully burdened** (materials, labor, equipment, overhead, and profit).
- Extended totals should reflect **Quantity × Unit Price**.

Disclaimer

The purpose of this RFP and the associated project is to obtain accurate accounting of all items within the City's fiber infrastructure. All data provided herein, including mileage totals and fiber point counts, is based on the best available information at the time of issuance. Actual values may vary, and respondents should anticipate potential discrepancies. Vendors are expected to validate all quantities during the project and report any corrections or variances discovered.

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: _____

EXHIBIT B DATA RIDER

REQUIREMENTS FOR THE PROTECTION OF THE CITY OF TULSA'S PROTECTED DATA

This "Rider" is added to and incorporated as part of the Agreement pursuant to TAC 577H, between the City of Tulsa

("City") and _____ ("Seller").
(Seller's Legal Name)

Capitalized terms not defined in this Rider shall have the meaning provided in the Agreement. In the event of a conflict between the terms of this Rider and the Agreement, the terms of this Rider shall govern.

1. Acknowledgement of Confidential Nature of Information, Access and Applicable Law

Seller acknowledges that all data provided to Seller under the Agreement is confidential ("Protected Data"), and may be subject to certain state and federal laws restricting use and disclosure of such data, including the Oklahoma Security Breach Notification Act; the Oklahoma Government Website Information Act (Section 3113.1); the Oklahoma Computer Crimes Act; the CJIS Security Policy; the privacy and information security aspects of the Health Insurance Portability and Accountability Act and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of Part 164); and America's Water Infrastructure Act Section 2013. Seller agrees to comply, and require subcontractors to comply, with all applicable federal and state laws restricting the access, use and disclosure of Protected Data.

2. Prohibition on Unauthorized Use or Disclosure of Protected Data

Seller agrees to hold the City's Protected Data, and any information derived from such information, in strictest confidence. Seller shall not access, use or disclose Protected Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, Seller will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give City an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). If such opposition is unsuccessful, or if the City does not otherwise oppose or respond to the disclosure notice, Seller shall provide to the City a copy of any Protected Data disclosed contemporaneously with its disclosure. Any transmission, transportation or storage of Protected Data outside the United States is prohibited except on prior written authorization by the City.

Notwithstanding any other provisions of the Agreement, this Section B does not prohibit or limit Seller from any use or disclosure of any information that may be the same as any Protected Data but which Seller can demonstrate by documentary evidence was (i) properly obtained by Seller without access to, reference to or use of any Protected Data, and (ii) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Protected Data.

3. Safeguard Standard

With respect to the City's Protected Data, Seller shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. If collecting Protected Data electronically from individuals on behalf of the City, Seller shall utilize a privacy statement or notice in conformance with such principles.

Seller agrees to protect the privacy and security of Protected Data according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information, and will not place City, whether by act or omission, in violation of any privacy or security law known by Seller to be applicable to City. Seller shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Data. While Seller has responsibility for the Protected Data under the terms of this Agreement, Seller shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

- A. All facilities used to store and process Protected Data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Seller's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Seller will not use or maintain any Protected Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit except only as approved by City and provided that immediately upon the need for such Protected Data ceasing, such Personal Data is immediately destroyed or erased.
- B. At the request of the City, Seller will provide evidence that it has established and maintains technical and organizational security measures governing the processing of Protected Data appropriate to the processing and the nature of the Protected Data to be protected. In order to validate technical and organizational security measures, Seller will cooperate with the City's Seller Due Diligence Program, which includes a risk assessment, potentially supported by a questionnaire and/or a SOC 2 Type 2 (or equivalent) review, depending on risk level. In the event that the due diligence process results in recommended controls, Seller will implement agreed-upon controls in order to reduce residual risk to acceptable levels. Seller will promptly correct any deficiencies in the technical and organizational security measures identified by City to Seller.
- C. Without limiting the foregoing, Seller warrants that all Protected Data will be encrypted in transmission (including via web interface) and remain encrypted at rest at no less than 256bit level encryption.

- D. Seller will use industry standard and up-to-date security tools and technologies such as antivirus protections and Seller will not create or maintain data which are derivative of Protected Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by City.
- E. intrusion detection methods in providing Services under this Agreement.
- F. Seller will not store or process Protected Data outside of data centers located in the United States unless authorized to do so in writing by City and such store or process complies with the applicable state, federal and international data protection laws, the Agreement and this Rider. City may revoke its authorization at any time.
- G. Seller will not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of Seller to process Protected Data unless such processing is in compliance with the Agreement and this Rider and is necessary in order to carry out Seller's obligations under the Agreement and this Rider;
- H. Seller will establish a nightly process to provide the City with a full and updated copy of the Protected Data collected and stored on behalf of the City.
- I. Seller will provide the City with a complete data dictionary document including, but not limited to: Table Names, Field Names, Field Types, Field Lengths, and Table Relationships which shall not be disclosed to any persons without a need to know. All materials provided should note the confidentiality of such information.
- J. Seller will keep and maintain access logs, firewall logs, intrusion protection logs for a minimum of 180 days.

4. Return or Destruction of Protected Data

Within 30 days of the of the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by City) to retain such Protected Data, or otherwise on the instruction of City, , Seller shall return the Protected Data to City in a format determined by City, unless the City requests in writing that such data be destroyed. This provision shall also apply to all Protected Data that is in the possession of subcontractors or agents of Seller. Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonable standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Seller shall certify in writing to the City that such return or destruction has been completed.

5. Sole Property of City

Protected Data will at all times remain the sole property of City, and nothing in this Rider will be interpreted as granting Seller any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to the Protected Data.

6. Breaches of Protected Data

For purposes of this section, the term "Breach," has the meaning given to it under the applicable state, federal law.

- A. Reporting of Breach.** Immediately upon discovery of a confirmed or suspected Breach, Seller shall report both orally and in writing to the City. In no event shall the report be made more than 24 hours after Seller knows or reasonably suspects a Breach has or may have occurred. In the event of a suspected Breach, Seller shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved.

Seller's report shall identify:

1. The nature of the unauthorized access, use or disclosure,
2. The Protected Data accessed, used or disclosed,
3. The person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known),
4. What Seller has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
5. What corrective action Seller has taken or will take to prevent future unauthorized access, use or disclosure.
6. Seller shall provide such other information, including a written report, as reasonably requested by City.

- B. Coordination of Breach Response Activities.** In the event of a Breach, Seller will:

1. Immediately notify the State of Oklahoma and CISA upon learning of a possible breach.
2. Immediately preserve any potential forensic evidence relating to the Breach;
3. Promptly (within 2 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Seller responses to City inquiries;
4. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
5. Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
6. Coordinate all media, law enforcement, or other Breach notifications with the City in advance of such notification(s), unless expressly prohibited by law;

7. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts; and
8. Ensure that knowledgeable Seller staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach.

C Costs Arising from Breach. In the event of a Breach by the Seller or its staff or subcontractors, Seller agrees to promptly reimburse all costs to the City arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of City personnel responding to Breach, civil or criminal penalties levied against the City, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the City. Nothing in this paragraph limits any other remedies available to City.

D. Indemnify. Seller shall indemnify, defend and hold City harmless from and against all losses suffered or sustained by the City, and its employees, officers, representatives, or contractors, or by any third party or entity, caused by, resulting from, or attributable to Seller's breach or violation of any of the terms and conditions of this Rider. Seller's obligation to indemnify, defend, and hold City harmless shall survive termination or expiration of this Rider.

7. Examination of Records

City shall have access to and the right to examine any pertinent books, documents, papers, and records of Seller involving transactions and work related to this agreement until the expiration of five years after final payment hereunder. Seller shall retain project records for a period of five years from the date of final payment.

8. Assistance in Litigation or Administrative Proceedings

Seller shall make itself and any employees, subcontractors, or agents assisting Seller in the performance of its obligations under the Agreement available to City at no cost to City to testify as witnesses in the event of an unauthorized disclosure caused by Seller that results in litigation or administrative proceedings against City, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

9. Insurance

Seller will maintain at all times during the term of this Agreement, at its own expense, cyber liability insurance with limits of no less than \$1,000,000.00 for any one occurrence and \$5,000,000.00 in annual aggregate.

10. Survival

Seller shall maintain an industry standard disaster recovery program to reduce the potential effect of outages because of supporting data center outages. Any backup site used to store City Protected Data shall include the same information security and privacy controls as the primary data center(s).

11. Right to Audit

Seller agrees that, as required by applicable state and federal law, auditors from state, federal, the City, or other agencies so designated by the City, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and the City during normal working hours for this purpose.

For Seller

By: _____
Signature

Name: _____

Title: _____

Date: _____

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 Proposal 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

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent (“Seller”) for an initial term ending one (1) year from the date of its execution by the City’s Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with Your proposal.

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 3-9)	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Data Rider (If required)	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Additional Information (Optional)	

Please Return Entire RFP Packet

PACKING LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

RFP# 27-907

RFP DESCRIPTION: Fiber Optic Inventory Project

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.