

10/20/17

## Addendum #1

Please note the following changes which have been made for clarification to this Competitive Sealed Proposal.

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### CHANGES:

#### 1. III SCOPE OF WORK par 6.

6. The Respondent shall incur the cost for all personnel training, continuing education, equipment, and uniforms. All uniform requirements will be the responsibility of and provided by the Respondent to include black boots, black cargo pants and black polo shirt with an embroidered badge, embroidered name ribbon or Velcro cloth name ribbon. If the name ribbon on the black polo shirt will be embroidered it must be the same thread color as the detention officer badge embroidered badge. If Velcro name ribbon is used it shall be on a black background with same thread color as the embroidered badge detention officer badge. The City of Tulsa will provide the Respondent with detention officer badge artwork for embroidering by on uniform items .jpg attachment. City of Tulsa approved insignia shall be worn on all detention officer uniforms.

#### 2. APPENDIX 2

Added Badge Artwork .jeg attachment

### CLARIFICATION:

1. All Respondents shall provide the operational models and detention operational policies with their bid.
2. All Respondents shall provide required Federal and State accreditation certificates and individual training requirements to operate prisons, jails and lockup facility.

### QUESTIONS:

1. How often will the employees be required to be drug tested while working in the city lockup?  
**Response:** Undetermined at this point. If the DO's are subjected to City of Tulsa drug testing, it will be random and will follow policy standards.
2. Will medical personal "Nurses" have to take physical agility or MMPI tests?  
**Response:** Nurses will not have to take physical agility or MMPI test.
3. Can you please provide us with a copy of the sign in sheet from the Pre-Proposal Conference?  
**Response:** Copy is provided with this addendum.
4. Did any Respondent's call in for the Pre-Proposal Conference?  
**Response:** There were no Respondents who called in for the Pre-Conference meeting.
5. Can you please expound on the City of Tulsa Respondent's hiring process?
  - a. What will be the overall time for this process to be completed?  
**Response:** It is unknown at this time and will be provided at later date.
  - b. How often will the written exam be administered/processed?

**Response:** HR will provide all dates for testing.

c. How often will the physical ability test be administered?

**Response:** The physical ability test will be given as needed.

d. Any considerations to revising?

**Response:** They are currently under review at this time.

e. Are there any costs associated with this testing?

**Response:** There are no costs to for testing.

6. Will it be the responsibility of the Respondent to perform housekeeping/maintenance?

**Response:** General housekeeping will be the responsibility of the Respondent. All facility Maintenance issues will be the responsibility of the City of Tulsa.

7. If so, can the Responder's sub-contract this function?

**Response:** It is recommended the Detention Officers and/or trustees perform the general housekeeping function.

8. Are the housekeeping/maintenance staff subject to the same background/screening/testing and physical ability test?

**Response:** Yes, all staff are subject to The City of Tulsa's screening requirements.

9. Who will be responsible for the purchase and storage of the cleaning products?

**Response:** Appendix 2 requires the Respondent to provide janitorial material and supplies. The city will provide start-up materials for the inmate facility. Once the initial stock is depleted it is the responsibility of the Respondent for all janitorial and cleaning products.

10. If this service of purchasing and storage of cleaning products is outside the Responder's core competences, liability coverage, and therefore cannot supply, would this disqualify the Responder?

**Response:** This would not disqualify the Respondent from consideration.

11. Will the City of Tulsa consider reimbursing the Respondent's employees for parking?

**Response:** There is no parking allowance under this agreement.

12. Can the City of Tulsa share the targeted budget number for this project?

**Response:** No

13. Is there a current Medical screening checklist/form approved by Department of Health or will a new one be required and is so by who?

**Response:** The City of Tulsa of is currently developing a Medical Screening checklist/form.

14. Will the City of Tulsa accept alternative pricing proposals to include a "Cost Plus" method for the Materials & Supplies, Other Services & Charges, and Medical? (The Cost Plus method is highly recommended. This method will eliminate the "estimations of needs" and accurately charge the City for "actual use".)

**Response:** No

15. Will the Respondent's Employees be accepting cash during the Bonding Process and If so, will this area be under camera?

**Response:** The Respondents Employees will be required to accept cash and property. This will be conducted under camera surveillance.

16. Will the City of Tulsa supply the radio equipment for the lock-up officers?

**Response:** The City of Tulsa will provide the radio equipment for the Detention Officers.

17. Will the Respondents be responsible for the cost and teaching requirement of the LiveScan Training?

**Response:** The City of Tulsa Police Department will provide the LiveScan training at no cost to the Seller.

18. Will the Respondents be responsible for Intoxilyzer training/certification?

**Response:** No

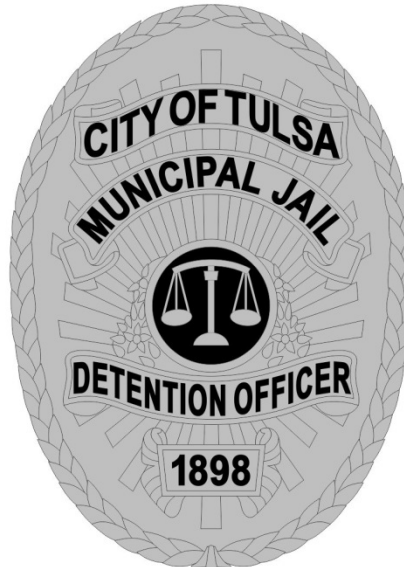
19. Will the Respondents be responsible for TRACIS or NCI training/certification?

**Response:** No

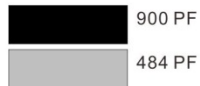
20. Appendix 2; under the City will Provide Tasers and training?

**Response:** The City will provide the detention officers with Tasers and training at no cost to the Respondent's.

ART #:AEEA1709-43  
ACTUAL SIZE: 2 1/2" x 3 1/2"



Laser Cut



900 PF

484 PF

09/15/17 P



This artwork may have been slightly modified to more effectively reproduce your design in embroidery. Every effort will be made to match colors perfectly. However, due to texture, brilliance, colors and shades available, and dye lot differences, there may be a slight variation in color or shade.

Note: RGB printed colors vary from printer to printer, therefore we do not guarantee color matching

Request for

# Competitive Sealed Proposal

For

**TAC 1108**

**Lockup Facility Operations and Management Services**

NIGP Commodity Code(s):

958-28 - CORRECTIONS MANAGEMENT SERVICES

**Submit proposals (sealed) to:**

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



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

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## I. STATEMENT OF PURPOSE:

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

Services shall include all required supervision of detention officers, labor, uniforms, associated equipment and material needed to effectively and efficiently perform all duties required of an Oklahoma lockup facility in accordance with Okla. Admin. Code § 310:670-3-1. Respondent shall at all times during the term of the Agreement comply with all applicable federal, state, and local laws, whether now in effect, hereafter affected, or implemented as applicable to lockup facilities in the future.

The facility will operate twenty-four hours a day, seven days a week, with individual prisoners held for no more than ten days. The lockup facility is approximately 14,327 sq. ft. and has an overnight capacity of 30 prisoners. Additional prisoners may be booked into the facility and immediately released on their own recognizance or transported to another criminal justice agency. Tulsa Police Department arrest data for September 2015 – August 2017 is included as Appendix 1. The facility is comprised of a booking room, control room, 20 cells (male and female), property room, kitchen, and laundry room. The kitchen is equipped with 1 refrigerator, 2 freezers, and 4 microwaves. The laundry room is equipped with 1 commercial washing machine and 1 commercial dryer.

The City of Tulsa is committed to working with other local criminal justice agencies to improve community outcomes. To this end, the City of Tulsa values quality care, a therapeutic approach to criminal custody, and a willingness to participate and assist with jail diversion efforts. While many of these efforts will revolve around sentencing, the ideal Respondent will be a willing collaborator in this effort.

The initial contract term will be effective upon execution through June 30, 2018 with the option to renew on a year by year basis for a maximum of five (5) additional one (1) year periods. Following the initial contract term, subsequent contract terms shall run from July 1 of the current year through June 30 of the following year.

We enthusiastically look forward to receiving your proposal.

## II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

### A. General Requirements

1. The proposal **must** be received by **5:00 p.m. on Wednesday, October 25, Central Daylight Time**. Proposals must be sealed in an envelope or box clearly labeled "**CSP TAC-1108**". Proposals arriving late will be returned unopened."

2. Proposals must be delivered sealed to:

**Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103**

3. All interested Respondents (Sellers) are required to register with the Buyer, James Mozingo, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on Wednesday October 18<sup>th</sup>, 2017.

**James Mozingo Buyer  
jmozingo@cityoftulsa.org**

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

5. A Mandatory Pre-Proposal Conference will be held at the date and time listed below. Teleconference access will be provided, for those whose schedules do not permit them to travel to Tulsa. However, there will be a short tour of the City's lock-up facilities, at the end of this Conference, so attendance at the conference in-person is strongly recommended.

Date: Wednesday, October 11, 2017

Time: 9:00 AM

Location: CompStat Center, Tulsa Police Department  
600 Civic Center, Tulsa, OK 74102

To be considered for award, Respondents must participate in the Conference.

6. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf.
7. Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting  
175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
City Council Chamber**

## **B. General Notifications**

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
  - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;
  - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
  - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;
  - d. To negotiate mutually agreeable terms in a contract;
2. 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 on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

“Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act.”

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.
5. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs

incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

### **III. SCOPE OF WORK**

1. The Respondent shall provide and maintain adequate staffing to ensure the lockup facility is operated in a safe and efficient manner. Adequate staffing shall include at least one (1) female detention officer on duty at all times. Respondent shall fill any absence or vacancy immediately to ensure that adequate staffing is retained at all times.
2. The Respondent shall ensure that all personnel assigned to the City of Tulsa lockup facility meet the following hiring requirements:
  - a. Passing score on Oklahoma Department of Health jail test
  - b. Passing score on a City of Tulsa approved written exam
  - c. Passing score on a City of Tulsa approved physical ability test
  - d. City of Tulsa detention officer Background Investigation Questionnaire (BIQ) approval
  - e. Satisfactory result on the Minnesota Multiphasic Personality Inventory (MMPI) as evidenced in writing by a licensed mental health professional
  - f. Pre-placement drug test
3. All personnel employed by the respondent must be trained in the following areas:
  - a. All requirements of Okla. Admin. Code Title 310, Chapter 670, including but not limited to:
    1. Security procedures
    2. Supervision of prisoners
    3. Report writing and documentation
    4. Prisoner rules and regulations
    5. Grievance and disciplinary procedures
    6. Rights and responsibilities of prisoners
    7. Emergency procedures
    8. First aid and cardiopulmonary resuscitation
  - b. City of Tulsa lockup facility policies and procedures
  - c. Oklahoma State Bureau of Investigation(OSBI) livescan and mug shot systems operations
  - d. Booking procedures
  - e. Prisoner intake assessments
  - f. Tulsa Regional Automated Criminal Information System(TRACIS) and Judicial Records Information System(JURIS)
  - g. Bonding procedures
  - h. Defense tactics
  - i. Weapons handling
  - j. Prisoner searches
  - k. Use of force
  - l. Medical/suicidal issues
  - m. Biohazards
4. The Respondent shall conduct random and scheduled periodic drug testing of all personnel assigned to the lockup facility. Results of these drugs tests shall be made

available to the City of Tulsa upon request. Every individual who is selected for random drug or alcohol testing shall proceed to the test site immediately upon notification, unless the individual is performing a safety sensitive function at the time of notification which will not reasonably allow his/her replacement. In such cases, the Respondent shall ensure the individual proceeds to the testing site as soon as reasonably possible.

5. The City of Tulsa will review and approve all training provided by the Respondent and may require additional training and/or post-training evaluation. The Tulsa Police Department will assist the Respondent with compliance where appropriate by training Respondent's training personnel on Tulsa-specific topics.
6. The Respondent shall incur the cost for all personnel training, continuing education, equipment, and uniforms. All uniform requirements will be the responsibility of and provided by the Respondent to include black boots, black cargo pants and black polo shirt with an embroidered badge, embroidered name ribbon or Velcro cloth name ribbon. If the name ribbon on the black polo shirt will be embroidered it must be the same thread color as the detention officer badge embroidered badge. If Velcro name ribbon is used it shall be on a black background with same thread color as the embroidered badge detention officer badge. The City of Tulsa will provide the Respondent with detention officer badge artwork for embroidering by on uniform items .jpg attachment. City of Tulsa approved insignia shall be worn on all detention officer uniforms.
7. The Respondent may use the City of Tulsa Fire Department (TFD) and the Emergency Medical Services Authority (EMSA) for medical services at the lockup facility, as well as medical transports for prisoners released on their own recognizance by a municipal judge. TFD and EMSA will be on-call at all times. If the Respondent desires to supplement TFD and EMSA medical services, the Respondent should include a detailed report outlining its proposal for supplemental medical services.
8. The Respondent shall book juvenile arrests at the facility, but juveniles will not be housed at the facility. Juveniles will either be turned over to the County or released to a parent/guardian.
9. The Respondent shall maintain the cleanliness and sanitation of the lockup facility as required by Federal and State requirements, laws and statutes, and applicable court orders, whether now in effect or hereafter affected. The Respondent shall maintain a record of all maintenance activity and provide a copy to the City and/or appropriate inspection authorities upon request.
10. The Respondent shall be responsible for feeding all prisoners. The meals may be prepared by the Respondent or Respondent's subcontractor and shall adhere to the minimum standards specified by all applicable Federal and State requirements, laws and statutes, and applicable court orders, whether now in effect or hereafter affected.
11. The Respondent shall be responsible for ensuring that all prisoners are clothed and provided with necessary hygiene supplies in accordance with the minimum standards specified by all applicable Federal and State requirements, laws and statutes, and applicable court orders, whether now in effect or hereafter affected.

The Respondent may utilize the City of Tulsa laundry appliances located in the lockup facility or utilize Respondent's subcontractor for this purpose.

12. The Respondent shall be responsible for preparing prisoners for court and coordinating transportation with various criminal justice agencies. This includes coordinating prisoner transports to the City of Tulsa Municipal Court, which is located in the same building as the lockup facility. The Respondent will not be responsible for transporting prisoners outside of the lockup facility.
13. The City of Tulsa shall provide and maintain the lockup facility, including payment of all utilities associated with the lockup facility. Furniture, kitchen appliances, and laundry appliances are also provided and maintained by the City. The Respondent will be responsible for damage that is caused by their activities beyond normal wear and tear. A detailed list of City and Respondent resource responsibilities is included as Appendix 2.

#### **IV. TIME FRAME FOR REVIEW:**

The Evaluation process is expected to take 3 weeks, but this can change due to a number of factors, including whether or not City decides to solicit revised proposals from respondents.

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

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

- 1) Minimum staffing, supervision, and liability report, including detailed plans for ensuring the safe and efficient operation of the City of Tulsa lockup facility.
- 2) Detail pricing report, including itemized pricing for labor (personnel), food service, and supplies.
- 3) List of the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement. Note: individuals employed by outside firms who work in the lockup facility will be subject to the City of Tulsa BIQ requirement.
- 4) Plans for supplemental medical services (if applicable). See *III(7) above*.
- 5) Hiring plan, including minimum qualifications for detention officers.
- 6) Training plan and curriculum, including the identity and qualifications of trainers.
- 7) Prisoner discipline plan.
- 8) Description of commercial general liability, workers' compensation, and excess/umbrella liability insurance capabilities.

## **VI. RESPONDENT AND PROPOSAL REQUIREMENTS**

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

- A.** One (1) unbound original and nine (9) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or flash drive.
- B.** A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Respondent's team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C.** A description of previous service that Respondent's firm has provided for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D.** Provide an implementation schedule, identifying target dates for milestones before the effective date.
- E.** At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- F.** Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.

## **VII. EVALUATION OF PROPOSALS:**

A panel consisting of not less than nine (9) City of Tulsa employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. 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 successful Respondent.

## **VIII. AWARD OF PROPOSALS:**

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

- 1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
- 2. Whether the Respondent can perform the contract or provide the service

promptly or within the time specified, without delay or interference,

3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,

4. The quality of performance by Respondent of previous contracts or services,

5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,

6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,

7. The quality, availability and adaptability of the Services offered by Respondent to the particular use required,

8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,

9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,

10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the CSP request specifications,

11. If a point system has been utilized in the CSP request specifications, the number of points earned by the Respondent.

12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.

13. If an evaluation committee performs the evaluation, the recommendation of such committee.

In addition to the previous general criteria, the following table contains specific criteria and weighting to be used to evaluate responses to this CSP:

<b>Criteria</b>	<b>Weight</b>
Respondent's experience and qualifications	10%
Minimum staffing and supervision approach that ensures the safe and efficient operation of the City of Tulsa lockup facility	20%
Hiring and training approach that ensures the safe and efficient operation of the City of Tulsa lockup facility	20%
Respondent's ability to provide services outlined in Scope of Work in accordance with local, State, and Federal law	25%
Cost proposal, including personnel, food service, laundry service, supplies, and supplemental medical if applicable	25%

The City of Tulsa reserves the right to modify the evaluation criteria.

The approval of the selected Respondent shall be subject to the final determination of the City of Tulsa and shall be contingent on the successful completion of a contract between the City of Tulsa and the selected Respondent.

#### **IX. MISCELLANEOUS**

- A.** Your response to this CSP request and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.
- B.** All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- C.** 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.
- D.** Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.
- E.** 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 below:

<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 CSP request.

- F.** The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers, including any Trustee, and/or employee of the City of Tulsa own an interest in the Respondent's 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: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and  
notarized**

**NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_)

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 Respondents 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 Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Proposal; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Respondents in restraint of freedom of competition by agreement to Propose 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 Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and  
notarized**

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/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.

Company: \_\_\_\_\_

Remit to  
Address: \_\_\_\_\_

City, State  
Zip: \_\_\_\_\_

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

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

County and State where notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and  
notarized**

## RESPONDENT INFORMATION SHEET

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

(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

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

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

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Other: \_\_\_\_\_

**Address:** \_\_\_\_\_  
Street City State Zip

**Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Sales Contact:**

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

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

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

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

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

Fax: \_\_\_\_\_

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

**Legal or Alternate Sales Contact:**

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

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

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

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

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

Fax: \_\_\_\_\_

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

## Price Sheet Summary

<b>Personnel</b> (including, for example, but not limited to salaries & wages, overtime, benefits, worker's compensation, and other insurance)	\$
<b>Materials &amp; Supplies</b> (including, for example, but not limited to food, cleaning supplies, linens, office supplies, and non-capitalized equipment)	\$
<b>Other Services &amp; Charges</b> (including, for example, but not limited to service contracts such as legal services and equipment maintenance, printing and mailing, travel, training, certification, and membership fees)	\$
<b>Medical</b>	\$
<b>TOTAL ANNUAL COST</b>	\$

NOTE: All costs must be included here. No additional costs will be allowed under the resulting contract. If Respondent anticipates that costs will change over the term of the agreement, please describe how cost escalations will be calculated.

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

## City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa will enter into a contract with the selected Respondent for an initial term ending on June 30, 2018, with five (5) 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.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor 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 Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor 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 Contractor.** Contractor 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 Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor 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 Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor 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 Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures,

practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor 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 must be 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. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor 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: \_\_\_\_\_

**APPENDIX 1**

2016				2017		
DATE	Arrests w/City charges only	Arrests w/City & State		DATE	Arrests w/City charges only	Arrests w/City & State
1/1/2016	15	10		1-1-2017	17	7
1/2/2016	14	7		1-2-2017	12	9
1/3/2016	5	12		1-3-2017	14	6
1/4/2016	8	6		1-4-2017	7	2
1/5/2016	8	7		1-5-2017	14	11
1/6/2016	10	5		1-6-2017	13	7
1/7/2016	11	11		1-7-2017	14	4
1/8/2016	10	7		1-8-2017	7	9
1/9/2016	19	6		1-9-2017	11	11
1/10/2016	20	7		1-10-2017	10	17
1/11/2016	6	5		1-11-2017	11	16
1/12/2016	14	9		1-12-2017	10	7
1/13/2016	11	12		1-13-2017	16	5
1/14/2016	17	6		1-14-2017	7	11
1/15/2016	16	14		1-15-2017	15	6
1/16/2016	24	14		1-16-2017	6	5
1/17/2016	15	6		1-17-2017	7	8
1/18/2016	14	6		1-18-2017	7	10
1/19/2016	10	10		1-19-2017	8	9
1/20/2016	14	12		1-20-2017	18	8
1/21/2016	15	4		1-21-2017	14	5
1/22/2016	15	6		1-22-2017	14	9
1/23/2016	8	11		1-23-2017	13	18
1/24/2016	20	10		1-24-2017	8	7
1/25/2016	17	11		1-25-2017	7	7
1/26/2016	20	2		1-26-2017	5	7
1/27/2016	11	13		1-27-2017	16	15
1/28/2016	15	11		1-28-2017	26	9
1/29/2016	19	10		1-29-2017	12	10
1/30/2016	16	12		1-30-2017	11	12
1/31/2016	15	14		1-31-2017	13	8
	432	276		<b>TOTALS</b>	363	275











DATE	Arrests w/City charges only	Arrests w/City & State		DATE	Arrests w/City charges only	Arrests w/City & State
7/1/2016	13	13		7-1-2017	13	10
7/2/2016	7	7		7-2-2017	12	5
7/3/2016	10	8		7-3-2017	5	4
7/4/2016	7	8		7-4-2017	8	3
7/5/2016	7	6		7-5-2017	4	10
7/6/2016	16	6		7-6-2017	12	7
7/7/2016	10	11		7-7-2017	7	12
7/8/2016	19	13		7-8-2017	11	6
7/9/2016	10	5		7-9-2017	10	9
7/10/2016	10	8		7-10-2017	9	6
7/11/2016	11	9		7-11-2017	8	11
7/12/2016	12	7		7-12-2017	10	9
7/13/2016	8	8		7-13-2017	15	4
7/14/2016	9	6		7-14-2017	7	10
7/15/2016	9	11		7-15-2017	7	5
7/16/2016	8	8		7-16-2017	15	5
7/17/2016	12	9		7-17-2017	9	5
7/18/2016	10	12		7-18-2017	7	9
7/19/2016	8	10		7-19-2017	7	11
7/20/2016	16	7		7-20-2017	9	10
7/21/2016	13	8		7-21-2017	15	8
7/22/2016	9	3		7-22-2017	6	3
7/23/2016	12	13		7-23-2017	8	8
7/24/2016	11	6		7-24-2017	9	4
7/25/2016	13	14		7-25-2017	13	6
7/26/2016	21	6		7-26-2017	7	7
7/27/2016	10	8		7-27-2017	5	8
7/28/2016	13	3		7-28-2017	5	5
7/29/2016	6	6		7-29-2017	11	6
7/30/2016	14	2		7-30-2017	12	7
7/31/2016	12	7		7-31-2017	11	5
	346	248		<b>TOTALS</b>	<b>287</b>	<b>218</b>

DATE	Arrests w/City charges only	Arrests w/City & State		DATE	Arrests w/City charges only	Arrests w/City & State
8/1/2016	9	7		8-1-2017	14	5
8/2/2016	7	7		8-2-2017	5	4
8/3/2016	11	10		8-3-2017	10	7
8/4/2016	10	6		8-4-2017	11	8
8/5/2016	9	7		8-5-2017	19	18
8/6/2016	11	6		8-6-2017	9	8
8/7/2016	14	7		8-7-2017	6	5
8/8/2016	13	8		8-8-2017	7	5
8/9/2016	14	10		8-9-2017	10	13
8/10/2016	10	8		8-10-2017	13	14
8/11/2016	14	6		8-11-2017	6	10
8/12/2016	15	7		8-12-2017	16	5
8/13/2016	11	10		8-13-2017	18	8
8/14/2016	7	3		8-14-2017	12	9
8/15/2016	15	7		8-15-2017	16	7
8/16/2016	8	8		8-16-2017	6	14
8/17/2016	16	10		8-17-2017	5	9
8/18/2016	10	13		8-18-2017	14	9
8/19/2016	13	11		8-19-2017	19	13
8/20/2016	14	6		8-20-2017	9	9
8/21/2016	8	9		8-21-2017	6	7
8/22/2016	7	14		8-22-2017	10	6
8/23/2016	10	10		8-23-2017	16	6
8/24/2016	12	5		8-24-2017	8	9
8/25/2016	12	13		8-25-2017	12	11
8/26/2016	14	6		8-26-2017	15	9
8/27/2016	8	11		8-27-2017	11	8
8/28/2016	10	7		8-28-2017	10	11
8/29/2016	10	11		8-29-2017	14	13
8/30/2016	18	7		8-30-2017	7	1
8/31/2016	13	9		8-31-2017	12	5
	353	259		<b>TOTALS</b>	<b>346</b>	<b>266</b>

[illegible]



[illegible]

<b>DATE</b>	<b>Arrests w/City charges only</b>	<b>Arrests w/City &amp; State</b>				
12/1/2016	14	6				
12/2/2016	7	9				
12/3/2016	17	9				
12/4/2016	10	1				
12/5/2016	13	13				
12/6/2016	15	7				
12/7/2016	14	8				
12/8/2016	9	8				
12/9/2016	5	12				
12/10/2016	11	6				
12/11/2016	14	4				
12/12/2016	11	4				
12/13/2016	7	12				
12/14/2016	11	6				
12/15/2016	13	10				
12/16/2016	8	8				
12/17/2016	6	2				
12/18/2016	9	4				
12/19/2016	8	11				
12/20/2016	15	5				
12/21/2016	13	6				
12/22/2016	9	4				
12/23/2016	15	6				
12/24/2016	12	5				
12/25/2016	10	4				
12/26/2016	9	10				
12/27/2016	11	1				
12/28/2016	13	11				
12/29/2016	18	6				
12/30/2016	13	7				
12/31/2016	15	12				
	355	217				

	2015			2016			2017	
	<b>Arrests w/City charges only</b>	<b>Arrests w/City &amp; State</b>		<b>Arrests w/City charges only</b>	<b>Arrests w/City &amp; State</b>		<b>Arrests w/City charges only</b>	<b>Arrests w/City &amp; State</b>
January				432	276		363	275
February				444	336		365	280
March				437	285		353	263
April				388	267		322	251
May				454	243		347	261
June				368	243		337	199
July				346	248		287	218
August				353	259		346	266
September	463	284		390	229			
October	429	265		348	262			
November	443	258		337	238			
December	391	253		355	217			
<b>TOTALS</b>	<b>1726</b>	<b>1060</b>		<b>4652</b>	<b>3103</b>		<b>2720</b>	<b>2013</b>

## APPENDIX 2

City Will Provide:	Respondent To Provide:
<ul style="list-style-type: none"> <li>• Facility maintenance</li> <li>• Utilities</li> <li>• Prisoner telephone service and equipment</li> <li>• Booking equipment, including: <ul style="list-style-type: none"> <li>○ Live Scan machine</li> <li>○ Intoxilizer</li> </ul> </li> <li>• Furnishings, including: <ul style="list-style-type: none"> <li>○ Beds</li> <li>○ Mattresses</li> <li>○ Benches</li> <li>○ Tables</li> <li>○ Office furniture</li> </ul> </li> <li>• Appliances, including: <ul style="list-style-type: none"> <li>○ 2 Refrigerator</li> <li>○ 2 Freezers</li> <li>○ 4 Microwaves</li> <li>○ 1 Commercial Washing Machine</li> <li>○ 1 Commercial Dryer</li> </ul> </li> <li>• IT equipment, including: <ul style="list-style-type: none"> <li>○ Desktop computers</li> <li>○ Printer</li> <li>○ Desktop phones</li> <li>○ Video surveillance system</li> </ul> </li> <li>• Linens, including: <ul style="list-style-type: none"> <li>○ Sheets</li> <li>○ Towels</li> <li>○ Prisoner uniforms</li> </ul> </li> <li>• Detention officer uniform patches</li> <li>• The following detention officer equipment: <ul style="list-style-type: none"> <li>○ Tazers</li> <li>○ Handcuffs</li> </ul> </li> <li>• Automated External Defibrillator (AED)</li> <li>• Fire extinguishers and alarms</li> <li>• Handheld metal detectors</li> <li>• Walk through metal detectors</li> <li>• Badge Artwork .jpg attachment.</li> </ul>	<ul style="list-style-type: none"> <li>• Office materials and supplies</li> <li>• Janitorial materials and supplies</li> <li>• Food service materials and supplies</li> <li>• Laundry service materials and supplies</li> <li>• Prisoner hygiene materials and supplies</li> <li>• First Aid materials and supplies</li> <li>• Detention officer uniforms</li> <li>• Detention officer equipment,</li> </ul>

### **Cost Elements**

Answer the following questions pertaining to possible charges to the City. Any additional information not specifically requested that you believe is pertinent should be included as well.

1. Describe in detail all billing components, charges and regulatory fees.
2. No additional costs will be allowed under the resulting contract.