

4/10/2024

Request for Proposal TAC 899C

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

Question: Will TPD allow the vendor to utilize their own testing facilities and virtual testing for entry-level exams, or will TPD be providing exam facilities?

Response: The Tulsa Police Department and City of Tulsa Human Resources Department will provide the exam facilities.

Question: Is TPD willing to utilize the vendor's existing entry-level exams, or does TPD want the vendor to develop new exams specifically for the Tulsa Police Department?

Response: The Tulsa Police Department and City of Tulsa Human Resources Department will require the vendor to work with both Departments to develop a new exam specifically designed for the Tulsa Police Department and approved by both Departments.

Question: How much did the City pay for the last contract for all of the services requested in the RFP?

Response: The City of Tulsa paid the amount for services that was agreed upon per contract between the COT and the contracted vendor for each individual process.

Question: Who was the last company to provide the City with the services proposed in the RFP and what is their location?

Response: Industrial/Organizational Solutions, Inc. located in Westchester, Illinois.

Question: . How many candidates participated in the previous written exam?

- a. Lieutenant?
- b. Sergeant?

Response: a. Lieutenant? 11
b. Sergeant? 24

Question: Can the same 100 questions be used for the written exam or would the City like different questions for each rank?

Response: No. The vendor will develop a new written exam for each rank each time a new process is scheduled. The tests will be reviewed in advance by Subject Matter Experts from within the Tulsa Police Department who are chosen by the Chief of Police. The Subject Matter Experts will approve the exams prior to the administration of them.

Question: Will the City provide all the facilities for the promotional testing administrations?

Response: Yes.

Question: Does the City want any of the testing processes run concurrently?

Response: The City has had testing processes run concurrently when multiple promotional lists expired or vacancies occurred within close timeframes which required promotional processes to take place and new lists to be established.

Question: How often is the City required to conduct promotional testing for each rank?

Response: Unless the City and bargaining unit agree to a different schedule a promotional examination for the rank of Lieutenant shall be given during the month of October every year and a promotional examination for the rank of Sergeant shall be given during the month of April every year. This is by City of Tulsa policy. For all other ranks promotional processes shall be scheduled as vacancies occur with specified timeframes.

Question: Does the City want the vendor present for the administration of the written exams for the promotional ranks?

Response: Yes. The vendor will be present for the administration of the written exams and all other associated phases of the process.

Question: Do the promotional written exams have to be scored on site or can they be emailed to a testing facility as long as it is done within 3 hours?

Response: No. The Tulsa Police Department and City of Tulsa Human Resources Department demands accuracy in the scoring of the written exams. The vendor will score the exams and email them to the Police & Fire Testing Coordinator within a reasonable timeframe.

Question: Is the City willing to conduct development meetings for the promotional exams via webinar/phone conference?

Response: Yes.

Question: How many exercises were used in the previous assessment center for each rank?

Response: Each rank had 4 exercises.

Question: What exercises did the previous assessment center consist of for each rank?

Response: A Performance Measurement Component (oral resume) was required for each rank. The other exercises varied and were developed by the vendor according to the needs and requests of the Tulsa Police Department with approval by the staff of the Tulsa Police Department and assistance from the selected Subject Matter Experts.

Question: Over how many days was the previous assessment center conducted for each rank?

Response: Lieutenant and Sergeant took place over two days, Captain, Major and Deputy Chief took place over one day.

Question: Does the City have any security concerns that would require all candidates to go through the assessment center exercises in one day?

Response: The assessment center may take place over a period of several days.

Question: Or does each candidate have to do all of their assessment center exercises in one day?

Response: Each candidate will complete their entire assessment center exercises in one day.

Question: Does the City have any specific requirements regarding assessors (i.e. from out of state, from in state, etc.)?

Response: Yes. Assessment center assessors shall be individuals trained and deemed competent with the specific oral board process. The training shall consist of reviewing the dimensions, scoring procedures, and interviewing procedures.

Assessment center exercises for Sergeant, Lieutenant and Captain promotional examinations shall consist of a minimum of three (3) assessors chosen from other law enforcement agencies. Assessors must be of a rank at least equal to the rank of Captain or higher.

Assessment center exercises for Majors and above shall consist of a comprehensive assessment of the candidates based on job related factors. Assessment exercises will be made up of external assessors from other law enforcement agencies.

Attempts will be made to convene assessor panels that are representative of the candidate pool with respect to gender and race.

We use only assessors from Police agencies. Assessors should be from a Police Department of comparable size and outside the State of Oklahoma. Assessors should not have served as assessors for the same rank within two years.

4/8/2024

Addendum #1

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

QUESTIONS/CLARIFICATION/CHANGES:

Question: Can you please provide an estimated number of candidates for each of the 6 ranks (entry-level and promotional)?

Response: Here are the estimates based on previous year(s) numbers.

Entry – Officer 190

Promotional – Sergeant 25

Promotional – Lieutenant 10

Promotional – Major 15

Promotional – Captain 10

Promotional – Deputy Chief 1-5

Officer entrance, Sergeant, and Lieutenant testing occurs on a regular basis annually. Major, Captain, and Deputy Chief testing occurs when needed due to a vacancy.

Request for Proposal

TAC 899C

Professional Services and Supplies for:
Tulsa Police Department Entry & Promotional Testing Services

NIGP Commodity Code(s):
918-85

RFP Schedule

EVENT	DATE
RFP Issue Date	03/27/2024
Pre-Proposal Conference <i>Location</i>	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	04/10/2024 <i>7 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>	04/17/2024

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

Samantha J. Toothaker, Project Buyer | stoothaker@cityoftulsa.org
*All questions should be emailed with **RFP TAC899C** 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



CITY OF
Tulsa
A New Kind of Energy™

I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City of Tulsa (City) Police Department (TPD) is searching to secure professional services to conduct a comprehensive study of current entry level Police Officer testing processes and promotional procedures for non-entry level sworn ranks of the TPD.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

Several factors have precipitated the need for such a study to be undertaken. The City is mandated to select and promote qualified individuals in compliance with a variety of local, state, and federal statutes, and other equal employment opportunity provisions.

Additionally, in public safety, it is essential that the most qualified persons be selected to safeguard and protect the citizens of Tulsa. These objectives can be achieved only by ensuring that the components of the entry level and promotional processes are valid and up to date.

There are an abundance of technical, professional, and legal guidelines pertaining to the development and use of entry level and promotional procedures.

The selected Respondent (Seller) will be responsible for the technical writing of the entry level written exam and the technical writing and administration of said promotional procedures for each rank of the TPD within the time frames established by the current internal procedures.

In 2012 an extensive job analysis and validation study was completed for all sworn ranks of the Tulsa Police Department. In 2021 a job analysis was completed for the rank of Sergeant and in 2022 a job analysis was completed for the rank of Lieutenant. One of the issues to be addressed is whether another comprehensive job analysis must be conducted.

A current list of sworn ranks in order are:

- Officer
- Sergeant
- Lieutenant
- Captain
- Major
- Deputy Chief

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	03/27/2024
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	04/10/2024
PROPOSAL DUE DATE	04/17/2024
Begin Proposal Evaluations	04/19/2024
In-Person Interviews with Respondents (required)	04/24/2024
Negotiations with apparent successful Respondent begins (anticipated)	04/26/2024
Execute Contract (anticipated)	05/13/2024

IV. SCOPE:

The purpose of this RFP is to obtain professional services in order to review existing entry level and promotional processes for all sworn rank levels of the Tulsa Police Department. The Seller is to determine the need for development or modifications to the current processes and/or validation of competitive promotional assessment instruments for each specific rank. If it is determined that a comprehensive job analysis by rank is unnecessary the Seller must address the reasoning for such a decision.

V. DELIVERABLES:

1. The Seller shall provide an entry and promotional system that minimizes the potential for adverse impact.
2. The Seller shall provide a report stating their findings following the review of existing entry and promotional policies and procedures in the TPD with a determination for or against the need for modifications or recommended changes to the entry and promotional processes. Report is to include formulated administrative procedures.
3. The Seller shall provide a report stating their findings of the job analysis and validation study related to entry level and incumbent Physical Abilities Test (PAT).

4. The Seller shall provide entry level assessment instruments and promotional assessment instruments that they have developed for use within the timeframes required by current internal procedures.
5. The Seller shall provide report(s) of existing job analysis findings and shall specifically address whether a comprehensive job analysis or updating the previous job analysis is deemed necessary for each sworn pay grade. If it is determined such a comprehensive job analysis is not needed the Seller **must** specifically address the reasons such a decision was made. A detailed description of how this issue will be determined must be included.
6. At the conclusion of any job analysis, the Seller will be expected to provide a full report. This report will include a complete description of the methodology, data collection, sample size and descriptive statistics. The final report for the project should be written consistent with the format in the Uniform Guidelines on Employee Procedures (1978) appropriate for the validation strategy used.
7. The Seller shall describe the methods used to conduct a possible job analysis including any differences for the different ranks. The difference between a comprehensive job analysis and any current analyses or updates, and the potential impact of the use of any of these methods must be addressed.
8. The Seller shall provide administrative support for each promotional exam regarding assessor travel and lodging arrangement and per diem payments for assessors. The City of Tulsa will stipulate processes to ensure the cost of these expenses are reasonable and customary and will require approval of all assessor travel and associated costs prior to booking of said travel. Actual costs of assessor travel, lodging and non-supplied meals will be billed to the City of Tulsa by the Seller.
9. Seller shall provide ample administrative personnel to administer each promotional orientation, exam, assessment center, and a detailed procedure to be used in the administration of all exams.
10. Final technical summary report of all promotional exams within the timeframes established by current internal procedures.
11. The Seller shall provide in-person or virtual training at the choice of the City of Tulsa to the City of Tulsa Human Resources Department personnel and TPD personnel for the entry level and promotional processes.
12. Progress Reports monthly outlining: scope of work completed to date; scope of work completed during the month; comparison of work completed to work scheduled for completion in time period; summary statement of project progress and proximity to time and cost schedules.
13. Legal defense of each promotional process for the TPD in any subsequent litigation, grievance, or complaint. This defense will include up to twenty (20) hours of providing requested information, statistical information, consultation, or expert testimony. Hours required beyond the initial twenty (20) hours will be billed at the rate provided on the Price Sheet Summary.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the Seller. These performance metrics will highlight key priorities that will be analyzed with the Seller collaboratively during the life of the contract. The City looks forward to working with Seller to define these important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the Seller and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Progress Reports	Seller	Monthly	Seller

Contract Performance Monitoring

As part of the City’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Sellers 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:

- Status of performance metrics
- Topics of interest or concern to the Seller
- 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, April 17th, 2024, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **“RFP TAC899C, TPD Entry and Promotional Testing Services”**.

Proposals received late will be returned unopened.

- B.** Interested Respondents should submit:
 One (1) unbound original and five (5) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

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 are required to register with the City 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 **April 10th, 2024**.

Samantha J. Toothaker, Project Buyer
stoothaker@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 Sellers 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 each of the following questions or information requests:

1. What procedures do you have in place to protect against adverse impact in the entry and promotional processes?
2. Describe the procedure you will use in administering all entry level and promotional exams.
3. Turnaround time for the results of promotional processes is extremely important. How can you assure us that all results (written exam, assessment center, final eligibility lists, etc.) will be performed accurately and received in a timely manner? What do you consider an acceptable turnaround time for final results?
4. Are you able to adapt your promotional processes (hyperlinked below) to comply with the requirements of the City of Tulsa Personnel Policies And Procedures Section 115, [Eligibility for Police Promotional Examinations?](#)
5. Upon reviewing our current promotional processes, do you have any concerns? If yes, what are they and what recommendations would you make to validate these recommended changes?
6. A high level of ethics and integrity are essential character traits of Police Officers. How would you focus on an applicant's/candidate's integrity and ethical behavior as part of your testing and assessment processes?
7. A performance measurement (oral resume) component is used within the assessment center. What measures should be in place to ensure candidates are truthful in their presentation?
8. Entry and promotional processes are taken extremely seriously. The City of Tulsa Human Resources Department and Tulsa Police Department expect to receive a professionally designed, developed, and executed process during each and every phase. Should your processes not meet our expectations and contractual agreements what do you feel are (contractual) reasonable remedies (provisions) for things such as poorly written exam questions, use of incorrect/outdated source materials, poorly selected assessors, or your inability to meet reasonable and agreed upon deadlines?

9. Do you anticipate any company policy or personnel changes occurring during the contract period which could directly or indirectly impact our entry and promotional testing processes?

IX. EVALUATION OF PROPOSALS:

The approval of the Seller 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 Seller(s).

All Bids will be evaluated using the following criteria:

Category	Total Points
Cost	30
Staffing & Resources	25
Job Analyses Experience & Need for Updates	20
Ability to Adapt to Current TPD Practices & City's Schedules	20
References	5

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.

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X. REFERENCES

A minimum of three (3) references are required. For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies and or services provided. This information may be provided in the content of Seller’s proposal.

Company Name	
Contact Name	
Address, City ST Zip Code	
Phone Number	
Email Address	
Description of Supplies & Services Provided	
Company Name	
Contact Name	
Address, City ST Zip Code	
Phone Number	
Email Address	
Description of Supplies & Services Provided	
Company Name	
Contact Name	
Address, City ST Zip Code	
Phone Number	
Email Address	
Description of Supplies & Services Provided	

XI. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the "Agreement") with the chosen Seller that shall incorporate this RFP and your proposal. Further, Seller 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 of Tulsa.
- C. The City of Tulsa notifies all possible Sellers 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 Sellers shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement: ***"The Seller shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Seller is not a program or activity of the City of Tulsa. The Seller 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 Seller. Under no circumstances will the Seller conduct any activity which it deems to not be in compliance with the ADA."***
- E. Although it is the City's intent to choose only the most qualified Sellers, the City reserves the right to choose any number of qualified finalists for interview and/or final selection. At the discretion of the City, one or more Sellers may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- F. 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.
- G. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- H. 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.

- I. The City shall not infringe upon any intellectual property right of any Seller 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.
- J. The City of Tulsa also notifies all Sellers that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Sellers, and to negotiate with the Seller on price and other contract terms, as necessary to meet the City's Objectives.
- K. The RFP does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Seller(s) in appearing for an interview or in any way in providing additional information as part of the response to the RFP are solely the responsibility of the Seller. The City of Tulsa is not liable for any costs incurred by Sellers for any work performed by the Seller prior to the approval of an executed contract by the City of Tulsa.
- L. Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Proposal 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.

- J. The Seller will be responsible for any and all shipping and handling costs to or from the City of Tulsa of testing materials to include but not limited to test booklets, exams, forms, writing instruments and other office supplies.

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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)

Year	Annual Cost	Legal Defense Hourly Rate by Year
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
5 Year Total	\$	

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: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RESPONDENT INFORMATION SHEET

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

State of Organization: _____

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

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

Respondent's Address: _____
Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

Contact for Legal Notice:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

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

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

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 this 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:

**AFFIDAVIT
NON-COLLUSION AND INTEREST**

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.

2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and

3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____
Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the 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	
References (required)	
Price Sheet Summary (required form)	
Respondent Information Sheet (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Appendix A	
Respondent Checklist (required form)	

Please Return Entire RFP Packet

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 7410

Respondent Submission For:

RFP# TAC899C

RFP DESCRIPTION: TPD Entry & Promotional Testing Services

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.