

Request for Proposal

RFP 27-701

Professional Services for: Emergency Responder Communication Enhancement System (ERCES) Testing and Assessment

Department: Information Technology

NIGP Commodity Code(s): 918-00

RFP Schedule

EVENT	DATE
RFP Issue Date	08/14/2026
Pre-Proposal Conference <i>Virtual – email buyer for invite</i>	09/02/2026 at 9:30 am CDT
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 opened the day after the due date.</i>	09/23/2026

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

Samantha J. Toothaker, Senior Buyer | stoothaker@cityoftulsa.org
*All questions should be emailed with **RFP 27-701** on 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) is soliciting proposals to secure professional services to conduct a comprehensive assessment of the City Hall **Emergency Responder Communication Enhancement System (ERCES)**. The City is seeking an independent, vendor-neutral engineering assessment only. The selected Respondent will evaluate current system performance, assess compliance with the most current applicable NFPA standards, and document any deficiencies that have contributed to, or may contribute to, communication failures.

City's commitment to the ERCES project is structured as a phased approach. The scope of the initial phase, covered by this RFP, will consist of testing, diagnostics, engineering, architectural evaluation, and reporting only. At the City's sole discretion, and based on the findings of the assessment phase, the City may elect to authorize additional phases of work, which will be separately bid out, and may include system design, procurement support, construction, and/or system installation services. The purpose of this specific procurement is to establish an objective baseline understanding of the current system rather than prescribe a predetermined solution or manufacturer.

Goals:

- Conduct a complete evaluation of the performance and reliability of the City Hall ERCES.
- Determine and document compliance for reliable emergency responder communications essential to protecting personnel, supporting emergency operations, reducing operational risk, and meeting applicable regulatory requirements, including NFPA standards.
- Identify, classify, and document system deficiencies or conditions that may result in degraded performance or communication failures.
- Provide a defensible engineering and architectural analysis supported by testing and diagnostic results that enable the City to make informed operational, regulatory, and capital investment decisions.
- Deliver a comprehensive written report summarizing findings, risks, and potential remedial pathways, including high-level options for system improvement or replacement.
- Provide sufficient documentation to support future phases, including design, procurement, and implementation, if authorized by the City.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND

The City of Tulsa depends on its Emergency Responder Communication Enhancement System (ERCES) to provide reliable in-building radio coverage for fire, police, and other public safety personnel operating within City Hall. Reliable radio communication is essential to life safety, effective emergency response, and compliance with the most current applicable NFPA standards. Maintaining a functional ERCES supports broader City priorities in public safety, risk mitigation, and the resilience of critical municipal infrastructure. This assessment is intended to provide the City with an objective engineering understanding of the existing ERCES. The results will support future decisions regarding system maintenance, potential remediation, long-term capital planning, and any subsequent procurement activities authorized by the City.

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	08/14/2026
Pre-Proposal Conference	09/02/2026
Deadline for Questions	09/14/2026
Addenda issued (if needed)	09/16/2026
PROPOSAL DUE DATE	09/23/2026
Begin proposal evaluations	09/24/2026
Interviews with Respondents – Virtual (anticipated)	Week of 10/05/2026
Proposal Award (anticipated)	10/15/2026
Negotiations with apparent successful Respondent begin (anticipated)	10/16/2026
Execute contract (anticipated)	11/04/2026
Begin service delivery (anticipated)	11/09/2026

IV. SCOPE OF WORK

The Respondent shall perform a comprehensive assessment of the City Hall Emergency Responder Communication Enhancement System (ERCES) to overall system performance, reliability, and operational readiness; verify compliance with the most current applicable NFPA standards; and document deficiencies that contributed to or may contribute to communication failures.

This assessment shall include evaluation of radio frequency (RF) performance, supporting infrastructure, system survivability, and operational characteristics necessary to ensure reliable in-building emergency communications.

The Respondent shall complete the following work:

A. In-Building ERCES Coverage and Performance Testing

The Respondent shall perform full in-building radio coverage testing across all levels of City Hall, including:

- Grid pattern delivered audio quality (DAQ) testing for each floor
- Uplink and downlink signal strength measurements
- Testing in critical areas (stairwells, fire pump rooms, equipment rooms, elevators, basements, command spaces)
- Identification of floor-specific and room-specific communication gaps
- Documentation of pass/fail results in accordance with the most current applicable NFPA criteria

Testing shall follow industry-standard practices and be conducted using calibrated equipment, with calibration records available upon request.

B. RF Signal Source and Propagation Evaluation

The Respondent shall evaluate RF conditions relevant to ERCES performance, including:

- Donor signal strength and quality
- Noise floor measurements
- Interference or competing RF sources
- Propagation behavior within structural elements of the building
- Multi path, attenuation, and shielding impacts

C. Infrastructure and Component Assessment

The Respondent shall visually inspect ERCES-related components, including:

- Antennas, coaxial cabling, junctions, couplers, and splitters
- Any existing bi-directional amplifiers (BDAs), amplifiers, donor antennas, and associated infrastructure
- Power supplies, backup power, and grounding
- Riser pathways and equipment rooms associated with ERCES
- ERCES monitoring and alarm interfaces (if present), including system fault notification capabilities

- Equipment enclosure protection, environmental conditions, and code-required hardening (e.g., National Electrical Manufacturers Association (NEMA) ratings, fire protection)
- Pathway survivability characteristics (e.g., fire-rated cabling, routing separation, protection levels), to the extent observable
- Review available system documentation, including drawings acceptance test records, maintenance logs, inspection reports, and other available records, and compare the documented system with observed field conditions

This assessment is **non-invasive** and intended to document condition, configuration, observable deficiencies, or irregular installation. The Consultant shall not modify, adjust, or place the current system into an out-of-service condition without prior written approval from the City.

D. Engineering Analysis and Coverage Modeling

The Respondent shall provide an engineering evaluation sufficient to support subsequent procurement scoping, including:

- RF heat maps and coverage visualization
- Comparison of measured vs. expected performance
- Identification of signal shadows, dead zones, and inconsistent propagation patterns
- Root cause determination (e.g., donor signal quality, system layout, equipment condition, building materials)
- Evaluation of system scalability, maintainability, and alignment with current ERCES design practices
- Identification of architectural constraints that may impact future system expansion, modification, or integration

Analyses must be presented in forms usable by both technical and non-technical City staff.

E. Compliance Verification

The Respondent shall verify ERCES performance against the most current applicable NFPA requirements, including:

- Minimum signal strength
- Minimum coverage percentage thresholds
- DAQ performance
- Critical area compliance
- Pathway survivability (to the extent verifiable through testing and non-invasive observation)
- Evaluation of compliance with ERCES system monitoring, alarming, and supervisory requirements (where applicable)
- Identification of any gaps between installed system characteristics and the most current applicable NFPA standards (including legacy system considerations)

Any areas where compliance cannot be confirmed shall be clearly identified.

F. Reporting and Phase 2 Ready Recommendations

The Respondent shall prepare a comprehensive report that includes:

- Testing methodology and procedures
- Complete tables of measurements and results
- Floor-by-floor coverage maps and graphics
- Deficiency documentation with location specificity, including a prioritized assessment of the severity and operational significance of each identified deficiency, based on life safety, operational impact, and regulatory significance.
- Engineering findings and root cause analysis clearly distinguishing observed conditions, engineering findings, root causes, and recommended corrective actions.
- Guidance on any additional investigation needed to support subsequent procurement efforts.
- A **neutral, vendor-agnostic** set of recommendations describing required corrective actions and potential system-level remediation approaches, including:
 - Targeted system improvements
 - System augmentation
 - Partial redesign
 - Full ERCES replacement

All reports shall be delivered in:

- PDF format (final)
- Editable format (Excel/Word or similar)
- Digital copies suitable for City recordkeeping

All documentation shall be clear and accessible to City employees with varying technical backgrounds. All work products generated under the contract become part of the City's project record, shall not be shared with other entities partially or complete, and shall be delivered in full.

G. Meetings, Communication, and Coordination

The Respondent shall:

- Participate in a kickoff meeting with IT, Building Maintenance, and the Fire Marshal's Office
- Provide periodic updates if requested
- Coordinate with all departments identified by the City
- Present findings and answer technical questions in a final review meeting

H. Quality Assurance and Standards Compliance

The Respondent shall:

- Use calibrated, industry-standard testing equipment
- Ensure data accuracy, reproducibility, and professional engineering quality
- Follow all NFPA, International Fire Code (IFC), Federal Communications Commission (FCC), and accepted ERCES industry practices
- Maintain neutrality and avoid recommending vendor-specific or proprietary systems

I. ERCES Operational and Lifecycle Considerations

The Respondent shall assess observable operational characteristics of the ERCES, including:

- Maintainability of system components and accessibility for service
- Alignment between installed system and documented maintenance practices (if available)
- Risks associated with aging, unsupported, or end-of-life components (to the extent identifiable)
- Observations related to system monitoring, testing, and ongoing compliance sustainability

J. Phase 1 Completion Criteria

Phase 1 shall be considered complete when the Consultant has provided sufficient engineering documentation to enable the City to:

- Understand the current condition and performance of the ERCES.
- Identify operational, regulatory, and life-safety risks.
- Prioritize deficiencies based on engineering significance.
- Estimate the scope and complexity of potential remediation.
- Determine whether future project phases should be authorized.

V. DELIVERABLES

The Respondent shall provide the following deliverables to the City of Tulsa as part of the ERCES testing and assessment engagement:

A. Comprehensive ERCES Testing Report

A complete written report documenting all testing activities and results, including:

- Executive Summary suitable for executive leadership, summarizing key findings, significant risks, major compliance issues, and recommended next steps
- Methodology and testing procedures
- DAQ results, signal strength measurements, and associated data tables
- Identification and description of all areas of inadequate signal coverage
- Documentation of findings in all critical areas (stairs, elevators, equipment rooms, etc.)
- Summary of compliance results relative to the most current applicable NFPA standards

The report must be professionally formatted, clearly written, and accessible to both technical and nontechnical City staff.

B. Floor-By-Floor Coverage Maps and RF Visualizations

The Respondent shall provide visual materials illustrating measured radio coverage, including:

- RF heat maps for each floor
- Grid-based pass/fail results
- Visual identification of signal shadows, weak zones, and dead spots
- Markups showing where system performance failed to meet required thresholds

Maps must be delivered in both PDF and editable formats (PNG, JPG, or similar).

C. Engineering Analysis and Diagnostic Findings

A technical analysis summarizing:

- Root cause findings based on testing and observation
- Signal propagation issues, interference sources, or donor signal limitations
- Infrastructure issues such as cable losses, antenna placements, or equipment degradation
- Assessment of the engineering significance and operational impact of each major finding.
- Assumptions, testing limitation, inaccessible areas, and conditions that may affect interpretation of the results.
- Any additional factors materially impacting ERCES performance

This analysis shall be vendor-neutral and standards based.

D. Recommendations for Corrective Work

The Respondent shall provide vendor-neutral recommendations describing the corrective actions needed to address identified deficiencies, including:

- Description of problem areas and likely causes
- Clear articulation of the scope of corrective work needed
- Explanation of the level of remediation required (e.g., augmentation, reconfiguration, or full system replacement)
- Any additional investigation needed to inform next steps or future procurement

These recommendations shall clearly correlate each recommended corrective action with the supporting engineering findings and identified root causes.

E. Raw Data Files and Supporting Documentation

The Respondent shall provide all raw test data and supporting material used in the assessment, including:

- Raw measurement files from testing equipment
- Calibration records for testing equipment
- Photos, diagrams, or other documentation collected during inspections
- Any modeling files or RF simulation outputs (if applicable)

All raw data, modeling files, photographs, and work products generated under this engagement must be delivered in their original formats along with a brief data dictionary describing file contents and shall become the property of the City of Tulsa upon acceptance of the deliverables. Consultants are not authorized to share this data with additional entities without written approval from the City of Tulsa.

F. Project Meetings and Final Presentation

The Respondent shall:

- Participate in an initial kickoff meeting
- Attend additional coordination meetings if requested
- Provide a final presentation summarizing findings, test results, and recommendations
- Answer technical questions from the City's IT Department, Building Maintenance, and the Fire Marshal's Office

A copy of the presentation materials shall be included as a deliverable.

G. Digital Delivery Requirements

All deliverables shall be provided in both:

- Editable formats (e.g., Word, Excel, PNG/JPG, native modeling files)
- Final PDF versions suitable for archival and public record

All digital files shall be organized and submitted in a clearly labeled structure.

All deliverables must meet the professional standards expected for an engineering assessment and serve as the basis for public procurement. The assessments will measure coverage, signal strength, and compliance with applicable standards. The results will guide the scope of required remediation, ranging from targeted improvements to a full ERCES replacement, ensuring that City Hall provides reliable, code-compliant in-building radio communications for all first responders. The City reserves the right to review all submitted deliverables for completeness and conformance with this RFP. Deliverables determined to be incomplete, materially deficient, or inconsistent with the requirements of this RFP shall be corrected by the Respondent at no additional cost prior to final acceptance.

VI. PROJECT PERFORMANCE MEASURES 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 successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Grid Cell Pass Rate; Critical Area Pass Rate	RF heat maps; grid pass/fail tables; Comprehensive Report	Floor by Floor	Consultant
DAQ Scores	DAQ tables; grid results; Comprehensive Report	Floor by Floor	Consultant
Received Signal Strength Indicator (RSSI) / Signal-to-Interference-plus-Noise Ratio (SINR) / Noise Floor	Raw measurement files; signal-strength tables; Engineering Analysis	Floor by Floor	Consultant
Interference Findings	Spectrum analyzer traces; Engineering Analysis & Diagnostic Findings	Floor by Floor	Consultant
Donor Signal Quality	Rooftop/antenna measurement logs; Engineering Analysis	Floor by Floor	Consultant
Cable Loss / Voltage Standing Wave Ratio (VSWR)	Test instrument results; photos/diagrams; Engineering Analysis	Floor by Floor	Consultant
NFPA Compliance Summary	Comprehensive Report; Compliance section	Floor by Floor	Consultant
Corrective Action Clarity	Recommendations for Corrective Work (vendor-neutral)	Floor by Floor	Consultant
Documentation Completeness	Digital Delivery Requirements; Data Dictionary	Floor by Floor	Consultant
Presentation Readiness	Final Presentation deck + PDF	Floor by Floor	Consultant
Schedule adherence	Project Schedule	Project Duration	Consultant

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Deliverables submitted on time	Project records	IAW Project	Consultant
Responsiveness to City requests	Meeting minutes	Weekly	Consultant
Completeness of deliverables	Acceptance review	Project completion	Consultant

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

These performance measures are intended to support project oversight and do not replace the City's acceptance review of the deliverables in Section V.

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. (CDT) on the Bid Submission Date (see first page)**. Please place proposals in a sealed envelope or box clearly labeled **“RFP 27-701, ERCES Testing and Assessment”**. Please use the label provided on the last page of this RFP to clearly write the Respondent’s legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Proposals received late will be returned unopened.

- B.** Interested Respondents should submit:

One (1) unbound original
One (1) bound copy
One (1) digital copy (USB flash drive)

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

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

- D. Pre-Bid Conference:** If a pre-Bid conference is required, see the first page for time and location.

Attendance Requirement

- ☐ Attendance at the Pre-Bid Conference is required to submit a Bid.
☒ Attendance is not required to submit a Bid.

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

The City is not responsible for any failure to register.

- F.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received at least **10 Days prior to the Bid Submission Date**.

Samantha J. Toothaker, Senior 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 Respondents as quickly as possible by addendum.

G. Data Rider: If the box is checked "Yes," the Data Rider is required.

Yes: ☐ No: ☒

H. Insurance: (Exhibit B): If the box is checked "Yes," Insurance Requirements as set forth in Exhibit B are required.

Yes: ☒ No: ☐

I. 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**

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

Project narrative (not to exceed 5 pages) that:

- Includes detailed description of the proposed evaluation methodology (including data collection and analysis plan).
- Demonstrates an understanding of the issues raised in this RFP.
- Describe the engineering approach that will be used to evaluate the existing system, identify deficiencies, validate findings, and develop vendor-neutral recommendations.
- Identify project assumptions affecting schedule, information the City must provide for a successful evaluation, and conditions that could delay the assessment.

Proposed implementation schedule (not to exceed 2 pages) that:

- Presents a realistic work plan and timeline to achieve deliverables (listed in Section V) including description of relevant tasks and actions.
- Does not exceed 4 months.
- Includes available start date and estimated time to complete.
- Includes explicit assumptions about the delineation of roles between the Respondent and the City of Tulsa.

Personnel qualifications (not to exceed 3 pages) that:

- Describes the Respondent's qualifications, including that of all subcontractors (and that of each Respondent proposed as part of the team).
 - Team Member | Proposed Role | Relevant Experience | Certifications.
- Demonstrates the expertise that key personnel bring to this project.

Past Performance and Disclosure of Conflicts and Manufacturer Relationships (not to exceed 2 pages) that:

- Describes at least two previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for governmental organizations of similar size and complexity, including any similar to this project. Please include the general scope of work, facility type, project outcome, Respondent's role, lessons learned and period of performance.
- Demonstrates the Respondent's knowledge and expertise in relevant areas including ERCES system design; performance metrics including financial and operational; emergency communication; and operational management; and system governance.

- Demonstrates the Respondent's capability to harmonize and analyze data (integrate data from multiple sources, establish shared data definitions, etc.), and maintain strict security standards for protected data.
- Provides contact names and telephone numbers of references from these organizations.
- Respondents shall disclose any potential conflicts of interest, including manufacturer, reseller, or contractual relationships that could reasonably be perceived as influencing the objectivity of the assessment. Respondents shall also describe how they will ensure their findings and recommendations remain independent and vendor-neutral.

Attachment 1: Personnel Resumes (not to exceed 2 pages per staff)

- Include qualifications (resume or CV)

Attachment 2: Proposed budget:

- Estimate of hours required and hourly rates of personnel assigned to this project.
- Respondent will provide equipment and material.
- A not-to-exceed amount of total hours and total cost.

Required Forms

- Respondent Information Sheet
- Exhibit A Delivery and Price Sheet Summary
- Exhibit B Insurance – Certificate(s) of Insurance
- Affidavit of Non-Collusion, Interest and Claimant
- Acknowledgement of Receipt of Addenda/Amendments
- Exhibit C City of Tulsa General Contract Terms
- Signatory Authorization Documentation for Authorized Agent if necessary based on signer's title and entity's legal structure. Reference Section X Miscellaneous, letter K. Authorized Agents.

IX. EVALUATION OF PROPOSALS:

A panel consisting of not less than three (3) City of Tulsa employees will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. 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. 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). The City's determination may consider technical merit, qualifications, demonstrated experience, overall value, and the Respondent's ability to successfully perform Scope of Work. The City reserves the right to conduct interviews, request presentations, or seek clarifications from one or more Respondents as part of the evaluation process, and may be considered in the final evaluation.

All Proposals will be evaluated using the following criteria:

Category	Total Points
Experience with Similar Projects - Respondent articulates past experience working in the relevant areas, such as facility type, project complexity, and comparable assessment experience. - Extent to which the Respondent's experience and expertise will ensure the achievement of the objectives. - Evaluation will be based on the extent to which the Respondent provides objective evidence supporting the qualifications, experience, methodology, and proposed approach described in its proposal. - Demonstrates an objective, independent, and vendor-neutral approach to the assessment.	40
Qualifications and Experience of Proposed Project Team - Respondents clearly document evidence of subject matter expertise and experience in the proposed content areas. - Extent to which proposed personnel have relevant and complementary professional qualifications and experience appropriate to this project	30
Cost of Proposal - Expenses are appropriate to achieve deliverables and consistent with the proposed technical approach. - Reasonable effort (hours) is budgeted for team members with the needed skills and knowledge.	15
Project Narrative and Proposed Implementation Schedule - Respondent demonstrates a clear understanding of the project's objectives and deliverables. - Respondent includes a feasible and appropriate work plan to effectively achieve deliverables.	15
Total Possible Points	100

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](https://library.municode.com/ok/tulsa/codes/code_of_ordinances) 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. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. 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.

K. **Authorized Agents.** Parts of the Bid (Exhibit A, Exhibit B, Affidavit, Acknowledgement of Receipt of Addenda/Amendments) must be signed by an **“Authorized Agent.”** An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. Entities organized in states other than Oklahoma must follow the law of the state in which they are organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent Certificate of Secretary indicating the authority is still valid and was in full force and effect on the date of the signature.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature

It is recommended that Signatory Authorization Documentation for the Authorized Agent is included at the time of Proposal Submission.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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:

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)

Please present a Fee Schedule for completion of each phase of services:

Phase 1: Data Collection \$ _____

Phase 2: Draft Report \$ _____

Phase 3: Final Report and Presentation \$ _____

PROJECT 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 Exhibit C in any contract with the City of Tulsa.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

EXHIBIT B INSURANCE REQUIREMENTS

Respondent shall be the named insured under all policies with an authorized insurance company licensed to do business in Oklahoma and shall secure prior to the Effective Date of this Agreement and shall keep in force at all times during the term of this agreement the following insurance:

Commercial General Liability (Products, Completed Operations, Property Damage, Bodily Injury and Personal & Advertising Injury)

Limits of at least:

\$1,000,000 Per Occurrence

Automobile Liability

Limits of at least:

\$1,000,000 Combined Single Limit (CSL) Per Occurrence

Workers' Compensation

Limits of at least:

Statutory coverage for the state of Oklahoma

Professional Liability (Errors and Omissions)

Limits of at least:

\$1,000,000 Per Occurrence

\$3,000,000 Aggregate

Inland Marine Coverage (incorporating Bailee's Customer Liability to include coverage for artificial electrical injury/electrical disturbance)

Limits of at least:

\$500,000 Per Occurrence (On-Premises)

Respondent shall at all times during the term of this Agreement maintain workers' compensation insurance with an authorized insurance company licensed to do business in Oklahoma insuring its employees in amounts equal to or greater than required under law. Respondent will have 10 days after notification that its Bid was Accepted by the City to provide proof of coverage.

Respondent shall provide the City with current valid original certificates of insurance prior to commencement of this agreement. The Certificate of Insurance must be completed with the following information:

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

Respondent shall provide the City with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely the Seller's responsibility to provide notice to the City, should any required insurance be cancelled or non-renewed. Failure of the Seller to provide all insurance requirements, or to provide notice, shall not relieve the Seller of its obligation under this contract.

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
COUNTY OF _____)ss.

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

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____

Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name:

Title:

Date:

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT C

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.
13. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

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 in Section VIII.)	
Proposed Implementation Schedule (Section VIII)	
Personnel Qualifications (Section VIII)	
Past Performance and Disclosure of Conflicts (Section VIII)	
Attachment 1: Personnel Resumes (Section VIII)	
Attachment 2: Proposed Budget (Section VIII)	
Original RFP document including completed forms listed below:	
Respondent Information Sheet (required form)	
Exhibit A – Price Sheet Summary (required form)	
Exhibit B – Certificate of Insurance	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Exhibit C – City of Tulsa General Contract Terms	
Signature Authorization Documentation for Authorized Agent	

- Please Return **Entire** RFP document along with Required Forms with Your Proposal Packet.
- Any contact with City Employees or Officials, other than the Assigned Buyer, for or about this solicitation will disqualify your Proposal and it shall be deemed non-responsive.

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, 74103

Respondent Submission For:

RFP# 27-701

RFP DESCRIPTION: ERCES Testing and Assessment

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.