



CITY OF
Tulsa
A New Kind of *Energy*™

CITY OF TULSA
FINANCE DEPARTMENT

REQUEST FOR

COMPETITIVE SEALED PROPOSAL
13-931

NIGP Commodity Code(s):
206-87; 920-47

IBM Virtual Tape Servers

Submit proposals to:
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103

I. STATEMENT OF PURPOSE:

With This Competitive Sealed Proposal (CSP) request we are searching to secure hardware/software/services to satisfy the stated requirements for a new IBM 3592 Virtual Tape Servers with installation, configuration, and maintenance services that will be acquired by the Information Technology Department, Information Services Division, Financial Systems and Server Services.

These two IBM 3592 Virtual Tape Servers will replace the majority of the current IBM 3590 Enterprise Tape Drives acquired in 1998 and 2002. In 2005 the IBM 3590s were converted from ESCON to both FICON and Fiber connectivity.

A. Form of Government:

The City of Tulsa, the second (2) largest cities in the State of Oklahoma, is a municipal corporation providing a wide range of government services to its citizens. Operating under the statues of the State of Oklahoma, City of Tulsa Ordinances, and the Charter of the City of Tulsa, the City is governed by a strong Mayor-Council form of government. The Mayor is the elected chief executive and administrator for all City departments and agencies with the exception of the City Auditor. Tulsa's elected officials are the Mayor, City Auditor, and nine (9) City Councilors. The City Council serves as the legislative branch, approves the City's annual budget, passes local ordinances, and they represent the nine (9) different geographical districts within Tulsa.

B. Background

The City of Tulsa's major administrative functions have been automated for over forty-seven (47) years using a variety of hardware and software architectures. Until 1990, the City of Tulsa's information technology functions were based on a centralized information technology strategy, supported almost entirely on a single vendor's hardware and software product offerings. Then, based on a recommendation from Coopers & Lybrand, City of Tulsa officials chose to change this strategy and implement a decentralized and distributed information technology strategy allowing IT functions to align more closely and directly with the major business units. The ramifications of this change in strategy resulted in a number of information technology support organizations operating across multiple departments, on multiple platforms with multiple operating systems and diverse sets of applications. Specifically, there were a small number of medium and large scale servers from IBM, Hewlett-Packard (HP), Digital Equipment Corporation (DEC), as well as a number of smaller scale servers from COMPAQ, DELL, SEQUENT, GATEWAY, and other vendors.

This organizational structure remained in effect until April 2005 at which time, Chief Administrative Officer Sam Roop directed that these separate IT organizational units consolidate into the Telecommunications and Information Technology Department (TISD) by Executive Order 2005-03 that was signed by Mayor Lafortune.

C. Governmental Financial Systems Software Solution

Since 1993, the City of Tulsa's Finance Department has utilized Management Science of America (MSA) Governmental Financial Systems Software, an integrated governmental financial software package to support its ongoing operations. This solution, designed for large corporations including Multi-

National Corporations (MNCs), and governments comprises the following: Accounts Payable, Purchasing, Budgetary Control, General Ledger, Information Expert, Payroll, Personnel, Benefits, Financial Controller, and Data Communications Interface Systems. This specific vendor was selected in a competitive bid process that resulted in the replacement of the majority of all in-house developed applications that had been developed on a Honeywell/BULL enterprise system. With a customer base of over ten thousand (10,000) customers, MSA was a leading provider of integrated financial packages for governments, corporations, and MNCs at that time. Since the award, the company has undergone a number of changes in ownership; Dun & Bradstreet Software (DBS), GEAC, a Canadian based Corporation, Golden Gate Capital, Extensity Corporation, and now Infor Global Solutions Corporation. Infor Global Solutions is the third largest provider of enterprise applications and services with over 70,000 customers in 194 countries.

In support of the original MSA (now Infor Global Solutions Corporation) Government Financial Systems software, an IBM ES/9000 processor complex was acquired in 1991 following the bid award to MSA. Over the next several years that IBM processor complex was upgraded several times and eventually replaced with a Hitachi Data Systems (HDS) Pilot 26 processor complex. That HDS Pilot 26 processor was replaced at the end of its product life cycle, with the current IBM Z/800 Enterprise E-Business Server in 2003.

The initial disk storage was acquired for the ES/9000 directly from IBM. That IBM disk storage system was subsequently replaced with a high performance EMC Symmetric disk storage system. Then in 1998, in another competitive bid process, the EMC Symmetric disk storage system was replaced with an enterprise class HDS 7700-E disk storage system. Shortly following the installation of the new HDS 7700-E disk subsystem, the HDS Corporation provided a complete HDS 7700-C disk subsystem to the City at an acquisition cost of \$ 0.00. This 2nd disk storage system significantly accelerated the expansion of the City Clerk's Office system resulting in significant capital savings at that time and remained in service until it's end of service life.

These multiple HDS 7700 disk subsystems were replaced with an HDS TagmaStore NSC55 high performance disk subsystem in early 2007. This NSC55 has remained in service with a perfect 100 % uptime performance record to date. The NSC-55 was replaced last year with an HDS Virtual Storage Platform (VSP).

D. Multiple Environments

Fully supporting these mission production environments are test, parallel, and installation environments which allow the very small number of staff to maintain, test, configure, and implement z/VSE, z/VM, z/Linux so as to minimize the impact to our existing customer base.

E. Current Production High Performance Tape Subsystems

- IBM 3590 A14 Frame (Qty 2)
- IBM 3590 A60 SN # 45484 Controller
- IBM 3590 H11 Enterprise Tape Drives (Qty 4)
- IBM 3590 H1A Enterprise Tape Drives (Qty 4)

- Current tape inventory is approximately 2,300 3590-J tapes

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, April 30, 2014, Central Daylight Time**. Please seal proposals in an envelope or box clearly labeled "**CSP 13-931 IBM Virtual Tape Servers.**" Proposals arriving late will be returned unopened.
2. Proposals must be delivered to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**
3. All interested Respondents (Sellers) are required to register with the Buyer, Patricia Cummings, 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 04/23/2014.

**Patricia Cummings, CPPB
pcummings@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. 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.

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 the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.

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

A. Project Objectives

The City of Tulsa is issuing this CSP to acquire two IBM 3952-F05s to replace the majority of the IBM 3590 Enterprise Tape Drives that have been in production since the late 1990s and early 2000s.

The project will be performed in multiple phases:

- **Phase 1.**
 - Installation, configuration, implementation at OTC 3rd floor data center – First IBM 3952-F05
 - Commence migration of current 3590-J tapes to Virtual Server Environment. Migration to be performed by City of Tulsa IT staff.
- **Phase 2.**
 - Amend COT/IBM BCRS agreement to reflect the installation and ongoing services for the 2nd IBM 3952 in Boulder, Colorado. (City of Tulsa responsibility).
 - Installation, configuration, implementation at IBM's Business Continuity & Recovery Facility in Boulder, Colorado – Second IBM 3952-F05
- **Phase 3.**
 - Services to commence the synchronization activities of the IBM 3952s that will occur via an internet connection between COT OTC and IBM BCRS.

The earliest availability for installation of the second IBM 3952-F05 in Boulder is August 2014.

B. Mandatory Technical Requirements

These are mandatory specifications and prospective bidders must provide written responses to these specifications in their bid submission.

1. Hardware Requirements

- a. All equipment to be NEW. No refurbished or used IBM Virtual Tape Servers will be accepted.
- b. IBM Virtual Tape Servers configured as follows:

Item	Description	Qty
3952-F05	TAPE FRAME	1
3952-F05-1903	DUAL AC POWER	1
3952-F05-1904	REDUNDANT AC POWER	1
3952-F05-2704	CONSOLE EXPANSION 26 PORT ENET SWITCH/RA	1
3952-F05-2724	RACKMOUNT TS3000 SYSTEM CONSOLE	1

3952-F05-2734	USB MODEM	1
3952-F05-5512	KVM	- 1
	DISPLAY/KEYBOARD/MOUSE	
3952-F05-5627	PLANT INSTALL 3957-VEB	1
3952-F05-5651	PLANT INSTALL 3956-CS9	1
3952-F05-5758	INTEGRATED CONTROL PATH	1
3952-F05-7331	TS7720 ENCRYPTION CAPABLE	1
	BASE FRAME	
3956-CS9	TS7720 CACHE CONTROLLER	1
3956-CS9-7115	36 TB SAS STORAGE	1
3956-CS9-7404	ENCRYPTION	1
3957-VEB	TS7720 VIRTUALIZATION	1
	ENGINE SERVER	
3957-VEB-0201	9 MICRON LC/LC 31 METER	2
3957-VEB-1036	1GB GRID DUAL PORT COPPER	2
	CONNECTION	
3957-VEB-3442	FICON LONG WAVELENGTH	2
	ATTACHMENT	
3957-VEB-4015	GRID ENABLEMENT	1
3957-VEB-5272	ENABLE DISK ENCRYPTION	1
3952-F05	TAPE FRAME	1
3952-F05-1903	DUAL AC POWER	1
3952-F05-1904	REDUNDANT AC POWER	1
3952-F05-2704	CONSOLE EXPANSION 26 PORT	1
	ENET SWITCH/RA	
3952-F05-2724	RACKMOUNT TS3000 SYSTEM	1
	CONSOLE	
3952-F05-2734	USB MODEM	1
3952-F05-5512	KVM	- 1
	DISPLAY/KEYBOARD/MOUSE	
3952-F05-5627	PLANT INSTALL 3957-VEB	1
3952-F05-5651	PLANT INSTALL 3956-CS9	1
3952-F05-5758	INTEGRATED CONTROL PATH	1
3952-F05-7331	TS7720 ENCRYPTION CAPABLE	1
	BASE FRAME	
3956-CS9	TS7720 CACHE CONTROLLER	1
3956-CS9-7115	36 TB SAS STORAGE	1
3956-CS9-7404	ENCRYPTION	1
3957-VEB	TS7720 VIRTUALIZATION	1
	ENGINE SERVER	
3957-VEB-0201	9 MICRON LC/LC 31 METER	2
3957-VEB-1036	1GB GRID DUAL PORT COPPER	2
	CONNECTION	
3957-VEB-3442	FICON LONG WAVELENGTH	2
	ATTACHMENT	
3957-VEB-4015	GRID ENABLEMENT	1
3957-VEB-5272	ENABLE DISK ENCRYPTION	1

d. Bidder to identify additional hardware required for Internet Connectivity and synchronization between COT and IBM BCRS in Boulder, Colorado.

- e. Operating System and Hardware Interoperability
1. 100 % Compatible with IBM z/VSE 4.3, z/VSE 5.1
 2. 100 % Compatible with IBM z/VM 5.4, z/VM 6.1

3. 100 % Compatible with Computer Associates EPIC 5.2 for z/VSE, Automated Tape and Disk Management System.
 4. 100 % Compatible with IBM z/800 Enterprise Server (2066-0A1, SN # 284CA)
 5. 100 % Compatible with IBM zBC12 Enterprise Server (2828-F01, SN # TBD)
- f. Connectivity Requirements
1. FICON channels must have the ability to auto-negotiate down from 8 GPS to 2 GPS channels to support the initial deployment interfaces. Installation of the new IBM zBC12 will offer the faster FICON Channels.
- g. Initial Baseline Configuration Operating System Deployment
1. z/VSE 4.3 Guest Machines with latest apars and ptfs
 2. Z/VM 5.4
- h. IBM zSeries Enterprise Server
- The current IBM z/800 Enterprise Server is being replaced with a new z/Series Enterprise Server, zBC12 and a schedule for the zBC12 implementation has not yet been set. The setting of the implementation date for the new zBC12 is imminent.
- i. Services Requested
1. Installation, configuration, testing and implementation services.
 - a. Onsite onsite assistance during the initial tailoring, configuration, and installation efforts. Bidder is responsible for all travel and expenses.
 - b. The Information Technology Server Services has two resources that have z/VSE and z/VM background. One senior staff member has direct experience supporting a similar IBM Tape Server environment.
 2. All shipping/freight costs to be included in the proposal.
 3. Local delivery costs including movement from the loading docks to the 3rd floor data center to be included in the proposal.
 - a. The City of Tulsa has a delivery dock that requires advance notification to City of Tulsa Security before access is granted to the loading dock.
 - b. Minimum of two (2) freight delivery personnel to accompany shipment so as to control the movement from the loading dock down an incline past overhead pipes to the freight elevators. From the freight elevators access is to the 3rd floor then across special protection boards that span almost the entire length of the building to the ramp to the data center, then up the ramp to the data center.
 4. City of Tulsa and bidder will coordinate the movement of the hardware from the loading dock to the 3rd floor data center as special protection boards are required to move equipment across the 3rd granite floor. Several day advance notice is required to ensure the installation of protection boards prior to delivery. Delivery must be coordinated with City of Tulsa as access to the freight docks are strictly controlled by COT Security.
 5. Bidder to include all cables for power as well as the appropriate electrical connectors for the bidder's hardware configuration. Bidder to provide inline receptacles for City electrical staff to install.
 6. City of Tulsa electrical staff will make available appropriate electrical circuits and connectors based on the power specifications that the bidder must provide to the City of Tulsa. It is the responsibility of the bidder for providing all power requirements; specifically it is not the responsibility of the City of Tulsa to research power requirements for any bidders' hardware solution. City of Tulsa electrical staff will provide the power sources.
 7. Bidders are to provide onsite systems engineer(s) that will be performing the installation, configuration, testing, and implementation activities. Performance of these responsibilities remotely in lieu of onsite support is not acceptable.
 8. Bidders are requested to include 1-year hardware maintenance

24 X 7 X 365 onsite support is required both in Tulsa and Boulder, Colorado.

2. Software Requirements

Bidder to identify required software for the IBM 3952s to meet project objectives.

3. Current 3950-J tape inventory

Analysis of the current number of 3950 inventory has revealed that with deployment of the IBM Virtual Servers, there will no longer be a requirement for duplicate/triplicate tape backups to be performed.

4. Daily/Weekly/Monthly Backup Projected volume

Analysis of the current daily, weekly, monthly backup schedules the estimated throughput between COT and IBM BCRS is at 30 Gigabytes per hour.

IV. TIME FRAME FOR REVIEW:

Estimated time frame for review will be no longer than 2 weeks to complete.

V. DELIVERABLES:

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

- 1) Identification of all hardware/software/services for this project and approximate time frames.
- 2) Completed pricing sheets.
- 3). Three customer references with similar configurations.

VI. RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A. One (1) unbound original and 4 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 projects that Respondent's firm has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- 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 three (3) 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.

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, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

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)

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

1. IBM 3952-F05 Server (COT)	
a.COT 3952-F05 Server	\$ _____
b.COT Additional Hardware	\$ _____
c. COT Additional Software	\$ _____
d. COT Services	\$ _____
2. IBM 3952-F05 Server (IBM BCRS)	
a.IBM BCRS 3952-F05 Server	\$ _____
b.IBM BCRS Additional Hardware	\$ _____
c. IBM BCRS Additional Software	\$ _____
d. IBM BCRS Services	\$ _____
3. Synchronization Services	\$ _____
Total of 1, 2, & 3 above	\$ _____

NOTE: 1 yr hardware/software/support costs included 7x24x365

Please present an annual renewal Fee Schedule for each year's services:
(Hardware, software licensing, and support).

Year 1: \$ _____
Year 2: \$ _____
Year 3: \$ _____
Year 4: \$ _____
Year 5: \$ _____

5-YEAR TOTAL	\$ _____
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Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected Respondent 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.** 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 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.** 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.

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. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

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: _____